

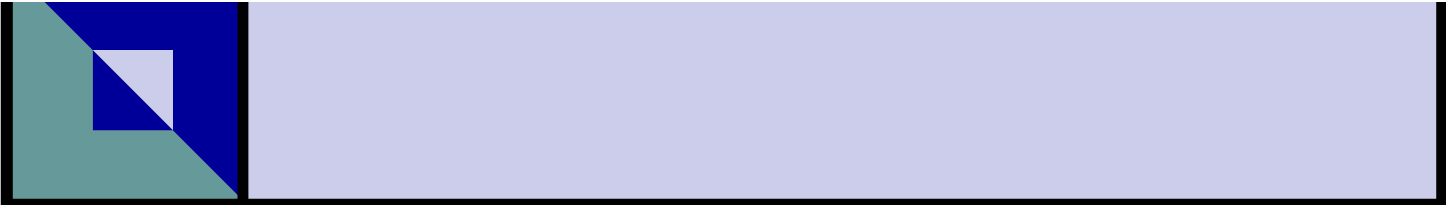
# Becoming Successful in Real Estate

in Good times and Hard times



From Sub Prime to Prime Time. The Basics of  
Foreclosures & Identifying the NEXT HOT MARKETS!

Steven Alonge



# Becoming Successful in Real Estate in **Good** times and **Hard** times by Steven Alonge

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## **Introduction**

The American dream of owning a home is becoming beyond the reach of many Americans. Recent reports say that in order to buy a home in Orange County, California, an income of at least \$157,000 per year is needed. With interest rates rising, to try to keep inflation at bay, this situation seems to be wondering.

Take heart! There are alternatives. Although we do not prescribe a get-rich-scheme, or propose this to be an easy task, those willing to take time and with minimal outlay may buy property at below market value.

When one first enters real estate, as an agent or buyer, one quickly learns the three most important words in real estate: location, location, location. So, can a home be bought in Beverly Hills for \$3000.00 down? The answer is no. But the value of location is not in just high priced, high income areas. If one does some research, he or she will find a Beverly Hills waiting to happen in all areas of California and the nation. Real estate has a constant cycle of development, maturity, old age and redevelopment. Economic trends dictate the potential value of an area. Let's say, in the 1950's area was considered affluent because it was near the central city core. The suburban sprawl was just beginning and generally the woman of the house was at home with the family. Perhaps they could afford only one car; it was very desirable to locate in or near the urban core.

In the 1960's, everyone was moving to suburban areas for fresh air, larger homes with property, and the pleasures of country living. Freeways were completed and commuting was a novelty. The urban core we spoke of earlier now began to deteriorate. All the negative stereotypes began to infiltrate a once desirable area and the old-age cycle set in.

Now it is the new century and urbanism is in again. The commuter drives are too long. Life and work are stressful enough; time is short and spending three hours per day on a crowded freeway is less attractive. Large properties which require care and smaller families make the suburban life less desirable. People want to live nearer their work. Our 1950's urban core is starting to look good again. The cycle of redevelopment has begun. Now is the time to invest in our old suburban core. It still has a lot of the old stigma to keep the prices lower, older homes to refurbish. So, location is not necessarily a geographic term, but an economic and social condition. Our goal in this Handbook is to open your minds to new possibilities. We realize the need for individuality whether you are a first time buyer or a seasoned investor in real estate.

Real Estate is a win, win situation. You can earn equity, reduce the debt and cut your taxes. Our Handbook is a tool. Not everything might apply to you, but we are here personally to assist. Be it by attending our seminars or through contacts with our

agents. We are specialist in the area of all types of investment properties; foreclosure property, government and bank repossessions, tax and trust deed sale properties. We can help you on your own road to financial security.

## **Strategic Planning**

I want! I need! I must have!!! We adults sound more like kids everyday. I want a big diamond, fur coat, house, yacht, Porsche and vacations. You can have it all with proper planning.

Did you ever wonder how a specifically designed automobile arrives on the scene and was just what everyone had in mind? How old faded blue jeans ended up designer jeans, DVD's, computers, cell phones—the list is endless—it was someone with a vision and the courage to see the vision through.

These visionary thinkers are not mystical they are researchers. They research by various methods such as economic and environmental scanning. They read the newspapers, magazines, journals and observe life and localities that they felt are indicative of trends. They use the Strategic Planning Model.

The Strategic Planning Model is used extensively by the military, education and large corporations for research development and planning.

A strategic plan allows an orderly implementation of ideas within an ongoing or initiating structure.

There are several elements to a successful plan. The most crucial is that of obtaining a qualified manageable and meaningful “mission statement.” A mission statement must the power to initiate a “buy in” from all interested parties, from the secretary to top level administrators seeking specific changes or implementation of ideas.

The success of a personal mission statement with a strong buy in option is dependent upon the input of all persons involved or affected by the plan.

If you are married or have a significant other, you need first the support of that person. Going it alone will not work. Spouses and others have agendas of their own. You need to incorporate their ideas and expectations from the onset.

Every individual has a future. For some, it is one they do little to influence, and seem to wander from port to port, searching for a safe haven. For others, they are captain of their own ships, traveling a specifically chartered course.

In order to achieve a “buy in” by all affected parties, mutually agreeable preferred future plan must be developed.

We all have a probable future, possible future and preferred future.

For instance, a probable future for some is: “If I continue my current path, my children may attend local colleges with financial assistance and I will maintain a modest lifestyle, and retire on meager savings, supplemented by Social Security Benefits.”

A possible future for some is: “If I work hard enough, sacrifice, take a later retirement and save my money, I can pay for my children’s education, and should have sufficient money to retire in reasonable comfort without depending on my children and social security.”

A preferred future for others is: “If I use my hard earned money to invest, build and investment portfolio, I can send my children to good colleges, enjoy life’s pleasures, retire early, and maintain a quality lifestyle.”

By striving for the preferred future, instead of accepting the probable or possible future, one is responsible for the direction of their own life. In order to start a strategic plan, you need a mission statement. A short statement giving an overall goal. For example by 2014, I want to have \$100,000 in the bank and own several properties.” Next you need a plan of several steps to achieve this goal. Instead of saying “I need to do this now, and maybe that will happen,” we use a more precise method of obtaining our goal. You can imagine the year 2014, and that you have already obtained your goal. The next step and succeeding steps are illustrated simply by examination: “If I am here in 2014 and have achieved this goal, where was I in 2013, 2012, 2011, and 2010? Work backwards to make corrections in the here and now as opposed to wishing this and wishing that.

As all plans are individual, we can best use a generic plan to illustrate the concept of more fully. As visionary planners, we have determined that people in 2014 will be very concerned about transportation. We are automobiles designers and we envision mass traffic congestion in the future. However, our environmental scanning process dictates that more people will have to do errands during the day, go their separate ways or meet someone after work. So how can we get them to share the morning commute and have the independence to do their own thing when necessary?

Mission statement: By 2014 there will be a commuter car that can be attached to another car for purposes of commuting, and can be separated and run independently when necessary. Here’s how the goal is strategic plan may be achieved.

Sounds great! By 2013 we need at least 1,000,000 of these vehicles on the road being tested. The people need to be educated on their projected usefulness and ease of operation.

In 2012, we have worked out the bugs on the prototype and brought this vehicle to a major auto show.

By 2011, we have the prototype built and the engineering, safety, and air pollution tests completed.

By 2010, the plans for the prototype should be finalized.

By 2009, we get going by analyzing the pros and cons, the projected costs, and do rough drawing to show what our vehicle would look like. We have designed the vehicle

The above is a rough plan of the goals and objectives to complete each year. You can see that instead of just an idea, you have an outline for the preferred future. You have a starting point. You might decide that your goal was impossible or that several changes may be needed. You might decide that your goal was impossible or that several changes may be needed. But your plan has started and has become more refined and more detailed than you first envisioned. All strategic plans should be evaluated at various points for correction, obsolescence and overall continued enthusiasm.

A financial plan is personal; however, it works on the same principle. What do I need to alter now in order to obtain my preferred future (mission statement)?

It is our desire that the information in this Handbook will serve as a guide to the potentials of real estate investing and assist you in reaching your preferred future. We feel using sources outlined, one can develop the skills for purchasing, rehabilitating, and managing properties useful in providing the financial results necessary in achieving your individual preferred future.

## **Government Owned Homes**

One of the most lucrative and trouble free methods of acquiring a principal residence or investment property in the past has been from an unexpected source—your “Uncle Sam.”

Various governmental agencies had accumulated properties that have gone into foreclosure. These include the Veterans Administration and the Federal Housing Administration. These foreclosures occur through their loan guaranty programs, and occur for many and various reasons. The single most common reason for homes going into foreclosure is divorce. Other reasons include: unemployment, disability and death.

Two of the most common misconceptions about government foreclosures are: who is qualified to purchase these homes and that the properties are all in despair. First of all, everyone is qualified to purchase these homes; they vary from excellent to needing extensive repairs.

The program to return these properties to the market is federally oriented and administered through regional offices. The goal of this program is to give equal opportunity to all buyers.

The new housing tract, offering VA and FHA financing, are the foreclosure properties of tomorrow. Any FHA or VA originated loan, which goes into default, will be repossessed and sold by the appropriate government agency it is our belief that the quality of homes and locations will increase in the government foreclosure area. Discussion at the time of this printing may bring about legislation increasing further the maximum loan amounts and creation of new loans to compete with traditional lending choices...

To insure equality in purchasing, government homes are sold through a bid auction process. Like all auctions, there is a minimum bid prices tax-assessed prices, according to the county tax rolls. Therefore, if the property has not been re-assessed recently, the minimum bid price and the market value are quite different. Basically, the condition of the financial condition of the buyers will affect the bidding. Some homes need more repair than others; some areas have few interested bidders. Each property is individual and you may not have to overbid to get one. Sometimes you can even underbid.

Bids on government properties must be submitted through a licensed real estate broker. All commissions are paid by the government. It is important to reach your agent and owned properties and by using an agent that has expertise in this field you can increase your odds of securing property. It is not unusual for bids to be disallowed due to improper completion of forms and lack of knowledge in procedures.

Once the bid is won, in most cases the prospective purchaser will apply for a new FHA or conventional loan.

Although the Federal Housing Administration has been active for decades, the requirements and conditions for insurance may change from time to time. In 1987, several revisions to the Program were instituted.

Under the new bill, the FHA will:

- Have permanent operating authority. That means people who buy homes with an FHA-insured loan will no longer have to worry that the agency will be forced to temporarily stop doing business just when they plan to close on a new home.
- Be able to back more adjustable rate mortgages. The FHA has offered insurance on ARMs since 1983, but no more than 10 percent of its business could be in adjustable. Under the new bill, that limits rises to thirty percent.

These three new provisions affect a lot of people because the FHA insures more than half a million mortgages, on average, each year. FHA was started in 1934, its mortgages were designed to help low income families buy homes. Today the program is used by middle income people as well, especially first-time home buyers and investors.

The FHA does not issue mortgages itself, but insures loans offered by regular lenders. FHA-backed mortgages are popular because they're available with low down payment, less than five percent in most cases, and are easier to qualify for than the conventional mortgages.

The new provisions guaranteeing that the agency will operate without interruptions, should be welcome news to anyone considering an FHA-insured mortgage. FHA home-owner occupied loans can start at three and 1/2 (3.5%) percent down. Coupled with the ability of HUD to pay most of your closing costs, properties can be bought with relatively little cash. With an FHA loan you may obtain a fixed or variable rate, with no prepayment penalty, and are completely assumable.

Sounds great! However in "Up" markets as we have experienced since the late 90's and until the current sub prime debacle it was next to impossible to find VA and HUD owned properties. Why? Any individuals that had FHA or VA loans have witnessed a substantial increase in value and have refinanced their FHA loan typically with conventional financing. So FHA is now creating more desirable loan programs to compete with lenders. Conventional lenders loan money primarily based on ability to pay back. FICO score driven loans are the most popular. FHA in comparison does not use FICO scores as the primary criteria for loan acceptance. Therefore borrowers that have had past credit issues and have payment plans, settlements with creditors are able to use FHA to purchase properties at better rates than a conventional lender would offer them based on credit scores alone. If the bubble



bursts as some predict we will see FHA loans and foreclosure return. Knowledge is power so file this away hopefully never to use but you are prepared.

## **Introduction to Financing**

### **Shopping For a Mortgage**

The following glossary is designed to help you shop for a mortgage.

Common Terms in Mortgage Lending:

**Adjustable Rate Mortgage (ARM)** –A mortgage whose interest rate changes at predetermined intervals based on an index.

Adjustments are generally made annually. ARMs, as they often are called, gained great popularity when interest rates increased, they offer the possibility that in the future the interest rate and the payments could lower. (See Loan Index.)

**Amortization** –The technical term for paying off a standard loan. Negative amortization means you aren't paying the lender as much as you should be. Thus, at the end of each month you owe the lender more than you did at the beginning. Most real estate advisors caution against negative amortization except in times of heavy inflation, when the higher price you presumably will receive on re-selling the home will be enough to cover the loan.

**Assumability** –Assumable mortgages can be turned over to someone buying the house from you. The buyer reimburses you for the money you've put into the house, plus appreciation, then starts making payments in your place. This makes it much easier to differ greatly on how readily they will allow someone to take over your loan. Question them closely on this, as even lenders who say a loan is "fully assumable" often put conditions on whom you may transfer the loan to, and at what cost.

**Cap** –Most ARMs don't set limits on how much the interest rate can be adjusted. The most common limits are: it cannot be raised or lowered by more than two (2) percentage points in a year or more than the six (6) percentage points over the life of the loan. For example, if the introductory rate is 7 ½ %, the loan cannot go up to more than 9 ½% after a year, and cannot go above 13 ½ % at any time. While this limits your payment, it may not limit the amount you owe to the bank. For example, if the bank's formula of loan index plus margin says your interest rate should be raised three percentage points, your cap would limit you to a two percentage point increase. But the lender will keep track of how much you owe them, possibly leading to negative amortization. A lender may also

adjust the interest rate more frequently than the payment, and add any increase not covered by your payment onto what you owe them.

**Introductory Rate**—This is the ARM rate banks most often advertise. The rate, usually an attractively low one, is in effect for only a limited period and then is replaced by a rate based on the index the institution uses plus its margin.

**Fixed Rate Mortgage**—A mortgage whose interest rate doesn't change, giving certainty about your payment. Normally; fifteen, twenty or thirty years long.

**Loan Index**—the number which the lending institution used to set the rate of your adjustable rate mortgage, after the introductory period is over. The most common indexes used in California, are defined as Index A and Index B, in the footnotes to the chart. Index A is based on a US Treasury Securities Auction, moves up and down more rapidly than the other indexes. Index B, based on banks' costs to borrow money is more stable but often higher.

**Margin over Index**—the amount the lending institution adds to the index to arrive at the interest rate, until the next adjustment, will be 9 ½ %. One quick way to judge an introductory rate offer is to calculate what you would be paying when the introductory period is over.

## **Home Improvement Loans**

### Rehabilitate Your Rentals with Government Money FHA 203K

The Department of Housing and Urban Development has allocated federal funds to implement this program and it is available in most cities and counties through the country. This is type of FHA loan whereby the cost of fixing up a home is financed in with the price of the home so that the new owner does not have to use additional cash to make the home liveable.

The points and rates vary and are set by the lender within HUD guidelines. Sometimes the interest rate can be brought down, which means that by paying more points they will lower your interest rate. The papers needed at time of application are the same as any loan. Usually, two years' taxes, two years' employment verification, current financial statement for self employed, verify current mortgage and fire insurance and a letter on work to be done with cost estimate or contract bids.

Because there no equity requirements, the government assumes that the money they are lending will improve the structure and bring up the equity by at least the amount of the loan. If this is not the case, the borrower may find his home over-financed and have a difficult time selling or refinancing. Before getting any loan, research it completely.

**Piggy back loans: 100% financing. THIS WAS THE MAIN CAUSE OF THE SUB PRIME MESS.**

These days we hear a lot about 100% loans. Lenders offer this as a way to increase affordability of loans in high priced areas. Typically there is a first loan at a very competitive rate and then a second loan is added to the property at higher interest rates. Usually the first loan is 70-80% of sales price and the second loan is 20-30% of the sales price the combination equals 100%. There are closing costs to both loan but negotiations are possible with buyers and sellers to make it virtually 100% with closing costs included.

**Home Repair for Senior Citizens or Handicapped**

The Senior Home Repair Program is designed for senior citizens and handicapped persons who own and occupy their homes and are on low incomes.

The purpose of this Program is to eliminate sub-standard living by providing minor repairs, thereby helping to preserve the homes and make them more accessible for the elderly and handicapped. The repairs must be essential to the health and safety of the home owner. No cosmetic repairs are allowed. Some of the repairs are made by the agency itself or a grant or loan is made to the homeowner. The loan is usually small, \$1000.00 with no interest. Repayment is due when the property is transferred.

**Home Improvement Loans and Grants for Low Income Homeowners**

Most cities and counties, through federal and local funding, have money available to low and moderate income homeowners for repair and upgrading of their homes.

These programs are designed to prevent further deterioration and bring homes up to standard through rehabilitation. The money can be used for a variety of repairs or replacements, including plumbing, electrical, foundation, walls, floors, ceiling, roof, windows, doors, heaters, air conditioners, water heaters and much more. Although the terms vary, it is common to get these loans at 5% with 2 years to repay.

The agency in your area will send information with homeowner income requirements. Unlike most loans, the less the homeowner makes the better.

### **Securing Financing**

Lenders need to be interviewed. They are applying for the job of your source for \$\$\$\$. We sure ask questions of our doctors, dentists, lawyers and real estate agents before we submit to their suggestions. Having a stable source of money, one of the important keys to your success. Like any other profession you need to learn the language of the profession. That is why we've included a *Shopping for a Mortgage* section with useful definitions and terms associated with lending.

A good real estate agent or broker must be aware of reliable efficient lending sources. Removing the biggest obstacle - "cash" in whatever form - is most critical.

A good lender is aware of your rating based on credit and income. A prospective borrower is rated A-B-C. Whether you are an A, B or C buyer determines interest rates, points charged, down payment and length of term to the loan.

An astute borrower can learn the advantages and disadvantages of certain loans. Building a solid relationship with a lender enables the process to move faster and more efficiently. What to look for: As soon as I hear the words "no problem," I know we're headed for trouble.

Performance counts. How easy was it to make the initial contact? Chances are if he/she took two days to answer your inquiry, it will take two days to get a response to a question concerning the loan. A loan officer is only as good as his/her processor. The person who takes your loan application is a loan officer. While the actual sending and receiving of information and packaging of your loan is done by the processor. Try to establish a good rapport with the processor. They keep your loan on the top of the pile instead of the bottom. Ask the

officer at the onset about time frames; hold them to what they say. How long the whole loan process should take, how long it will take for the appraisal to be complete, how long do loan documents take to be drawn after approval, and what is the company's funding time frame. Tell the officer when you would like to acquire the property. It is always less expensive to close a loan at the end of a month rather than the beginning. If the tax write off is minimal for you at the end of the year, it is best to wait to close the transaction at the beginning of or mid January. Your first payment will be March 1st, giving you and or potential renter's time to recover from Christmas spending. Also, the property tax impounds are at their least in January and the most in December.

In all fairness to lenders, the borrower can assist greatly in the process by notifying their bank and employment that verifications are on their way and to see that they sign and return them ASAP. Having your tax forms, other mortgage information, accurate credit card, and loan and bank statements available from the onset will help expedite your loan dramatically. Finally, I make a habit of checking Monday or Tuesday morning on loans to see if there are any problems to be worked out. I would check weekly while your loan is in process. Like any of us, by the end of the week we are postponing as much as possible for the following week.

In conclusion, there is a future in real estate. The single most stable investment one could make. Your choice is clear - do I get in the game any way I can, or do I sit on the sidelines watching and listening. The key to our program is to bid. You've got to decide to take the first step. I promise you, you'll never be the same again!

## **Rentals**

### **How to Find a Tenant**

### **(Or) "How to Keep Out Of Jail"**

This is the most critical area to pay attention to. Your success or failure with regard to investing in rental properties depends upon your ability to develop landlord skills. Paying attention to simple suggestions will make your experience be a prosperous and positive one.

### *Advertising -*

Local newspapers, signs on the property, church bulletin advertisements, the internet, and word of mouth will spread the availability for rent of your property if the price is fair. Do not be inexpensive if your property commands high rent. The opposite is true if you are having *difficulty*

renting a property, the odds are prospective tenants feel they can get more for their money.

Look through the newspapers and internet advertising sights to see the rental prices. Inquire as if you were a prospective tenant.

Another valuable technique in renting property is to hold an open house similar to the type realtors use to sell properties. One advantage is that you are available to show for a limited time.

*'They re Interested!'* -

Here is where you can land in jail. Do not be so over-anxious that you are begging them to move in. *Do not* promise what you cannot deliver! If they have a list of requests, find out their priorities and work on those first. If they are unable to pay their rent the second month, you haven't repaired or replaced items that might not be crucial to the next tenant.

The obvious things are the most important. Cleanliness, job stability, references (the most important being the last landlord), and their ease in having the deposits and rent available for you.

If a prospective renter is having a problem in acquiring the first month's rent and security deposit, chances are they'll have trouble with the second and third months' rent also. Above all, do not listen to "hard luck" stories, but instead find another tenant. You are much better off with a vacancy than a headache.

- Get a non-refundable and sizable (at least \$100-200) deposit. If you find them unacceptable through checking references provided on an application, the deposit should be refundable. However, this will prevent them from continuing to shop around for a better deal if they have demonstrated a commitment to your rental.
- Try to obtain a credit report; friends or relatives can possibly help in this.
- The quality of your application is most important (see *Appendix*). Next of kin, social security numbers and bank account numbers are crucial items to obtain.
- Incentive Discounts. This is an area of great successes. Offer your new tenant a \$25 to \$50 discount (depending on the rental amount) if the tenant pays you on the first of the month in a cashier's check. This is a positive enforcement of your rental agreement instead of accentuating the negatives for non-payment.
- The lease itself should be clearly understood, e.g., terms, conditions, rental fees, allowance of pets, children, fixtures, etc. This is where a late charge should be indicated if the tenant is five to seven days late (the time limit is up to you). A judge will award late fees in a judgment

if the late fees are specifically written in the agreement.

Above all else, do not let anyone into the property before rent and deposits are paid in full in cash or cashier's check.

Requirements of a Lease:

1. Names of the partners.
2. Description of the property.
3. Amount of rent payments, time period or periods of the lease.
4. Sub-leasing conditions.
5. Liability for repairs.
6. Reasons for termination.

Most standard lease agreements cover these areas (see *Appendix*).

In conclusion, if the tenant fails to pay the rent on time and a reasonable period has elapsed, begin eviction proceedings with a Three-Day Notice to Pay Rent or Quit (see *Appendix*). Contact your lawyer or county municipal court if your rent is *under \$1,000* and contact the superior court if your rent is *over \$1,000* for further details. Please be aware that once you start the proceedings and you do not receive your money, you should continue the process. Eviction is a legal issue with court deadlines and filings that need to be adhered to or the judge can send you back to start all over for inappropriate actions.

### **Renting With an Option to Purchase**

Everyone dreams of owning their own home. For some, that dream is almost impossibility. They may have an adequate income but for various reasons are unable to save enough for a full down payment. Renting with an option to purchase may be their answer and also be of benefit to the landlord/seller.

The main advantages to the tenant/buyer are that the down payment can be spread over a long period of time. Because they are already living in the home they know what they are buying, no moving expenses, no looking for another home and they do not have to wait until close of escrow to move in.

In a lease option situation, the tenants usually take better care of the property because they consider it their own. The tenants do the repairs and maintenance. This method of sale saves time and expense of putting a home up for sale. No clean up, repair or paint. There will be no loss of income

because of vacancy during the transition. No commissions to pay. There could be a tax benefit in receiving the down payment over a long period of time. Property that was purchased FHA has the benefit of no qualifying of purchasers after two years. In the event there is a reason for the landlord to carry a second trust deed, he will be familiar with the buyers and aware of their ability to pay.

Generally, the landlord/seller sets a selling price based on the future value at the time the sale is to take place. The future date should allow enough time for the tenant/buyer to accumulate the amount needed for the down payment and to be able to assume the loan without qualifying. A deposit is collected by the landlord as would be in any rental. This deposit can also go towards the future down payment. The landlord sets the rent at fair market value. An agreed amount is then added to the rent to go towards the down payment. Arrangements can be made to put additional funds toward the purchase price at intervals. Over a set period of time, these payments should meet the amount needed for a down payment. If it does not, the seller has the option of taking back a second mortgage for the balance or extending the transition time. These deposits and payments are usually not refundable. Any and all agreements between landlord/seller and tenant/buyer should be in writing and signed by both parties.

### **Section 8 Rentals**

The Section 8 Housing Assistance Program is designed to help low income families pay their rent. It is backed by the Department of Housing and Urban Development (HUD), and is usually implemented by the local Housing Authority. It is a very satisfactory way to rent and, contrary to popular belief, they pay fair market rental rates.

#### How It Works:

When a unit is available, contact the local Housing Authority. They will inspect the property to make sure it is acceptable for the program. The landlord may be asked to do minor repairs. The monthly rental will be negotiated and the local rules and regulations explained. The Housing Authority will assist you in renting by referring eligible tenants. The Section 8 tenants apply for the unit just like any other prospective tenants. The landlord has freedom of choice in the selection.

After selecting a tenant, the landlord notifies the Housing Authority of his choice. The landlord and Housing Authority sign an annual contract. The lease agreement, usually one year, is signed by the landlord and tenant. The tenant may be asked to pay a reasonable security deposit. Each Section 8 tenant is assisted according to his needs. The Housing Authority pays more toward the rent of some than it does others. On the first of every month, the Housing Authority will send their portion directly to the landlord. The balance is paid by the tenant to the landlord.



If the tenant should move out without providing a 30 day notice, the Housing Authority may pay the landlord up to 80% of one month's rent for up to 30 days that the unit remains vacant.

If a tenant is already occupying a property, they may apply for rental assistance. If eligible, the tenant may choose to remain there or relocate to another property.

No one can guarantee that a tenant will be perfect, but at least you have a chance of some compensation if there are problems. There will be an abundance of applicants with no advertising. When you rent to Section 8 tenants you may be eligible for low cost loans or grants for rehabilitation. There are many benefits and very few negatives.

### **Off Campus Housing**

Most colleges and universities have a rental service on campus. The services offered range from posting notices on a bulletin board to sending out computerized lists to students and faculty. Renting to students and faculty works well in the beach or resort areas. Usually the students need housing from September to June. That leaves the summer for the owner to enjoy or to get the higher summer rates. Most students return to the school for three or four years and might opt to rent the same home each year. Contact your local colleges and universities.

The key to our program is to start. You've got to decide to take the first step. I promise you, you'll never be the same again! The first step is to call us, get the lists, look at properties, and attend our seminars. We have the keys to open the door to your preferred future. Our strategy is simple. Create equity banks as your credit card for life.

### **What is Equity Bank?**

Well like all other banks you can deposit, withdrawal, and borrow from. Our bank has brick and mortar, but no tellers, no loan committees, no applications, and is open 7days a week 24 hours a day. The best part is you can use it for anything you want without proving why?

In the last 2 years with interest rates at its lowest rates in 40 years an unprecedented number of homeowners used their equity in their homes to solve a multitude of life's financial concerns. The single highest use of this unearthing of disposable money was to pay off consumer debt. This economic debt repayment process has kept our economy growing thus averting catastrophic potentials. Home owners not only gave themselves a financial oxygen mask but reinvested in their home equity by remodeling, repairing and upgrading their homes, increasing the values to a new substantial level. Unfortunately some have managed to run up the credit cards again and have tapped out their ability to borrow on their homes. Many have lowered their house payments with new mortgage opportunities that allow them to borrow more money without substantially raising their payments.

What will happen when they need more money for education, health emergencies, new cars, or well deserved vacations. What will they do? They will no doubt borrow on high interest credit cards and the cycle of economic distress will begin again. The biggest potential disaster is that during an economic downturn their houses will not be worth what they owe and out of desperation they may have to sell the house at a loss, face foreclosure or file bankruptcy,

Realty Coach's equity bank concept is designed to not only prevent potential financial disaster but create a bank for future life needs that will keep you credit card debt free and not using the equity in the home you and your love ones sleep every night as security.

Prepare for your future needs by creating equity banks. Each rental property home you own starts you on the road to having your families future needs secured. Our team of investment strategists works with you to purchase properties that create instant equity in high appreciation areas. We work with rental specialists that work with local government agencies to provide housing for families, the elderly and the disabled to provide stable housing for these large groups of people. With our streamline investment services within a short period of time you will have created borrowing power against the rental property instead of your principle residence. Open up 2 or 3 equity bank accounts and you are really improving your borrowing power. Have young children open an equity bank account for each child and stop worry about college. The borrowing or dissolution power will provide the funding for tuition. Spent all your assets on College? Quickly recoup that investment and get back on the retirement planning strategy. So whether you have real financial needs ahead of you, a desire to improve your financial status, or a need to play catch up, discovers the benefits of having equity banks at your disposal.

Your Realty Coach can open your account today. Create diagrams of your equity banks. Use your history and future plans for strategizing. .

The following pages contain useful forms for your use.

### **Basic Real Estate Documents**

**Grant Deed** A voluntary written instrument transferring title of real property.

**Trust Deed or Deed of Trust** A three party security document conveying “bare legal” title, to be held in trust as security for the performance of an obligation.

**Promissory Note** A document promising to pay a sum of money at a specified time in the future: an IOU.

**Assignment of Deed of Trust** Transfer, in writing, of ownership of a Deed of Trust.

**Notice of Default** Recorded notice that a default has occurred under a Deed of Trust. It is the first step in a non-judicial foreclosure of a Deed of Trust.

**Notice of Trustee Sale** Notice that foreclosure proceedings have been started under a Deed of Trust.

**Trustee’s Deed** Deed issued to purchaser of real property at a Trustee’s Sale.

**Substitution of Trustee** Written notice that another person or agency has been appointed to act in place of the original trustee.

### **Basic Rules of Foreclosure**

1. The Beneficiary forecloses upon his position only.
2. Other deed holders must protect their position or they lose it.
3. The Trustee works for the Beneficiary.

4. All junior liens and encumbrances are wiped out at the Trustee Sale. 5. Minimum bid at the Trustee Sale includes:

- A. Balance owed on Trust Deed
- B. Trustee's fee (Regulated)
- C. Publication costs
- D. Title charges
- E. Advances
- F. Late charges
- G. Interest
- H. Attorney's fees, if any
- I. Additional trustee's fees

Property is sold at Trustee Sale "as is" and buyer assumes all senior liens, delinquent property taxes, etc.

TYPICAL FORECLOSURE TIMETABLE (NON-JUDICIAL)

<u>DEFAULT</u>	<u>FILE WITH TRUSTEE</u>	<u>NOTICE OF DEFAULT FILED</u>	<u>NOTICE OF TRUSTEE SALE FILED</u>	<u>TRUSTEE SALE HELD</u>
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←--Publication Period--→

40-120 Days ←-→ 10-20 Days ↔ 90-Days ←-- 21 Days-----→

←--Reinstatement Period -----→ 5 Days

**Notes**

Trustee works for Beneficiary. Beneficiary can postpone, cancel or extend process at his discretion. The Trustor has the right to reinstate the loan by paying arrearages and foreclosure costs up to 5 business days before the original sale date or amended sale **date - approximately** 106 days (effective Jan. 1, 1986).

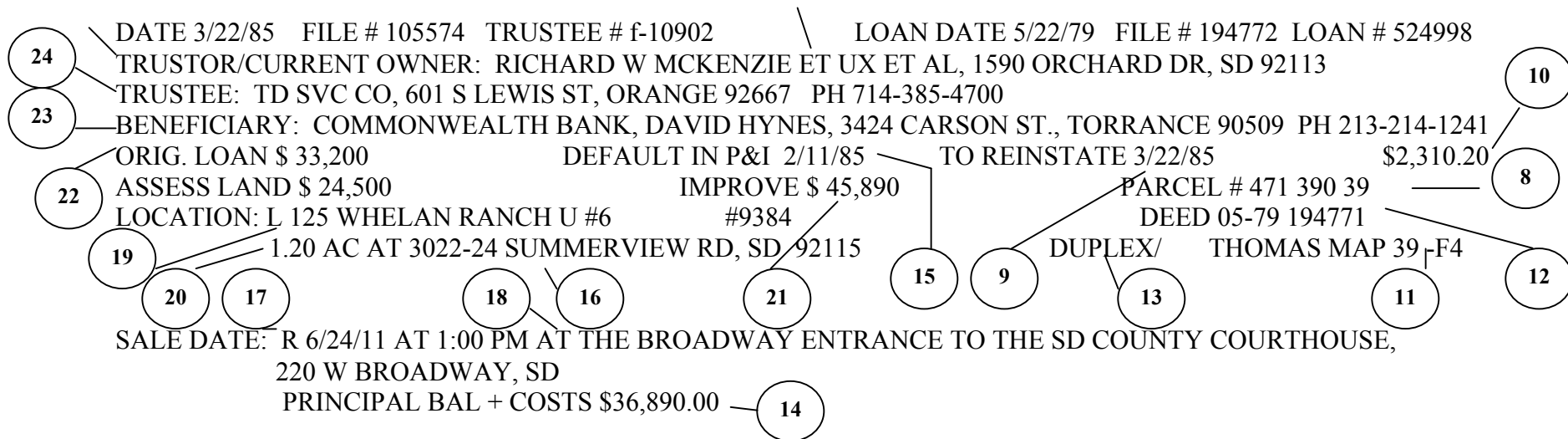
During the 5 business days preceding a sale, the foreclosing beneficiary may refuse to accept reinstatement and can insist upon full payoff of the loan, arrearages, advances, trustee's charges, and attorney's fees, if any [effective Jan. 1, 1986].

**THREE PARTY SYSTEM**

Trustor-Borrower (Buyer)  
**Beneficiary-Lender (Seller)**  
 Trustee- Power of Sale  
 Power to

Reconvey

# How to Read a Foreclosure Listing



1. Date the Notice of Default was recorded at the San Diego County Recorder's Office.
2. File/Document # assigned to the Notice of Default by the County Recorder's Office.
3. Trustee # assigned by the Trustee to facilitate its processing of the foreclosure.
4. "et ux" means *and spouse*. "et al" means *and others*.
5. The date the trust deed was originally recorded.
6. File/Document # assigned to the trust deed by the County Recorder's Office.
7. Loan # assigned by the original lender/beneficiary.
8. Assessor's Parcel Number. Assigned by the San Diego County Tax Assessor's Office (ten digits indicates a condominium unit)
9. The date used to determine the initial reinstatement amount due at the time the Notice of Default was recorded.
10. The reinstatement amount due when the Notice of Default was recorded.
11. Thomas Brother's map page and grid numbers.
12. Document number of the most current deed.
13. Property classification if it is commercial type.
14. The approximate minimum cash bid required at the Trustee's Sale. Verify with the Trustee the day before the scheduled sale.
15. The date when the payment on the loan stopped.
16. The street address of the property going to sale.
17. "R" indicates previously postponed sale.
18. The scheduled date, time and sale location of the Trustee's sale.
19. Brief legal description of the property going to sale.
20. Land/Lot size if larger than 0.50 ac.
21. Tax Assessor's property valuation (upon the last title change). Apportioned between the land and improvements; if any.
22. The original loan amount at the time the trust deed was recorded.
23. The lender and/or current owner of the trust deed and note that is not in default.
24. The neutral 3<sup>rd</sup> party selected by the beneficiary to process the 4 month, non-judicial foreclosure procedure and final Trustee's sale.
25. Name and mailing address of the present property owner. Compare this address with that of the property being foreclosed on. If the 2 addresses are the same you have an owner/occupant, non-investor situation.

## Lease with Option to Purchase

(Name) \_\_\_\_\_ (“LESSOR”), leases to \_\_\_\_\_ (“LESSEE”), the real property commonly known as \_\_\_\_\_ consisting of a single family residence, (“THE PREMISES”), on the following terms and conditions:

1. TERM OF LEASE. The term of this lease shall be for the period commencing on (date) \_\_\_\_\_.
2. RENT.
  - (a) LESSEE agrees to pay LESSOR as rent for the PREMISES the sum of \_\_\_\_\_ per month in advance on the first day of each month commencing on \_\_\_\_\_ at such place as LESSOR may from time to time specify by written notice serviced on LESSEE; provided, however, that if LESSEE pays the rent to LESSOR by cashier's check on or before due date, the monthly rental payment shall be \_\_\_\_\_ LESSEE has herewith paid to LESSOR \_\_\_\_\_ as first month's rent.
  - (b) The foregoing rent is subject to increase only to the extent of tax or assessment increases.
  - (c) LATE RENT FEE. LESSEE agrees to pay LESSOR a fee of \_\_\_\_\_ if rent is received after the fifth day of the month.
3. DEPOSITS. On execution of this lease, the LESSEE deposit in the sum of \_\_\_\_\_, (executed on \_\_\_\_\_), receipt of which is hereby acknowledged to be applied toward the purchase of the PREMISES, pursuant to paragraph \_\_\_ herein entitled “OPTION TO PURCHASE.”
4. USE. The PREMISES SHALL be used only as a single family residence, and LESSEE shall not permit the PREMISES or any part thereof to be used for (1) the conduct of any offensive, noisy or dangerous activity that would increase the premiums of fire insurance on the PREMISES; (2) the creation or maintenance of a public nuisance; or (3) anything which is against any laws or rules and regulations of any public authority at anytime applicable to the PREMISES.
5. UTILITY CHARGES. LESSEE shall pay promptly as the come due, all charges for the furnishing of water, electricity, natural gas, garbage service, and other public utilities to the PREMISES during the term of this lease. Buyer to hire gardener and maintain premises in current condition
6. INDEMNITY AGREEMENT. LESSEE agrees to indemnify and hold LESSOR and the property of the LESSOR, including PREMISES, free and harmless from any and all liability for injury to or death to any person, including LESSEE and independent contractors and employees of LESSEE, or for damage of the PREMISES by LESSEE or from the act of omission of any person or persons, including LESSEE and independent contractors and employees of LESSEE, in or about the PREMISES with the express implied consent of LESSEE.
7. ALTERATIONS AND IMPROVEMENTS. LESSEE shall make no alteration to the buildings on the PREMISES nor construct any building or other improvements on the PREMISES without first having obtained the written consent from the LESSOR.
8. DESTRUCTION OF PREMISES. Should any building or improvements on the premises be damaged or destroyed by fire, the elements, act of God or other causes not the fault of the LESSEE or any other person in or about the premises with the express or implied consent of the LESSEE, they shall be repaired or replaced by the LESSOR at his own and expense and the rent payable by LESSEE pursuant to this lease shall be abated to the extend such damage or destruction renders the PREMISES uninhabitable by LESSEE, provided, however, that should the cost of repairing or restoring any buildings or improvements as damaged or destroyed exceed ten percent of the replacement cost

of all buildings and improvements now located on the premises, LESSOR may, at his option, either repair and restore the damaged buildings and improvements, or cancel this lease and return any unearned rent previously paid under this LEASE by LESSEE.

9. CONDITION OF THE PREMISES. LESSEE has examined the premises as well all buildings and improvements located on the premises and they are all, at the date of this lease, in good (new) order, repair and safe and clean condition.
10. MAINTENANCE OF PREMISES. LESSEE will maintain premises in a condition of fit for occupancy, and repair deterioration or injuries to the premises occasioned by the LESSEE'S occupancy. LESSEE to pay premium (home warranty company) \_\_\_\_\_ on \_\_\_\_\_ and co-pays starting at the date of execution of the lease.
11. IMPROVEMENTS TO PROPERTY OF LESSOR. All alterations, changes, and improvement built, constructed or placed on the premises by LESSEE other than trade fixtures or movable personal property, shall, unless otherwise provided by written agreement between LESSOR and LESSEE be the property of LESSOR and remain on the premises at the expiration sooner termination of this lease. Nothing contained in this paragraph, however, shall authorize LESSEE to make or place any such alterations, changes or improvements on the premises without having first obtained the written consent of the LESSOR.
12. ASSIGNMENT AND SUBLETTING. LESSEE shall not assign this leaser or subject the premises or any interest therein without obtaining the prior written consent of the LESSOR consent by LESSOR to one assignment or subletting. Any assignment or subletting operation of the LESSEE shall be void and shall, at the option of the LESSOR, terminate this lease.
13. DEFAULT BY LESSEE. Should lessee be in default for a period of more than \_\_\_\_\_ DAYS in the payment of any rent payable under this lease or in the performance of any other provision of this lease, LESSOR may terminate this lease and regain possession of the premises in the manner provided by the laws of unlawful detainer of the state of (state) \_\_\_\_\_ in effect at the date of such default.
14. INSOLVENCY OF LESSEE. Should LESSEE make an assignment for the benefit of creditors or allow a judgment rendered against to stop unsatisfied and unbonded for \_\_\_\_\_ DAYS or more, this lease and all rights, privileges and benefits of LESSEE under this lease shall, at the LESSOR'S option, terminate and not become part of the estate subject to assignment or judgment.
15. LESSOR'S ELECTION TO CONTINUE DURING BREACH. At LESSOR'S option if LESSEE had breached this lease and abandoned the property, this lease continues in effect for so long as the LESSOR does not terminate LESSEE'S right to possession, and LESSOR does not terminate remedies under this lease, including the right to recover the rent as it becomes due.
16. ESTOPPEL CERTIFICATE. At any time during the term of this lease, within \_\_\_\_\_ DAYS after the service on him of a written request by LESSOR, LESSEE shall execute, acknowledge and deliver to LESSOR a true statement in writing certifying: a. That this lease has not been modified and is in full force and effect; or b. The manner in which this lease had been modified and that as so modified, this lease is in full force and effect; c. The date to which rent reserved in this lease had been paid; and d. Such other matters pertaining to this lease and the PREMISES as LESSOR may request.
17. SUBORDINATION OF LEASE. This lease and the LESSEE'S leasehold interest under this lease are and shall be subject, subordinate and inferior to any lien or encumbrance, and to any and all renewals and extensions of such liens and encumbrances.
18. ENTRY BY LESSOR. LESSOR shall have the right to the enter the PREMISES only in the following cases a) in case of an emergency, b) to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the PREMISES to prospective or actual

purchasers, mortgagees, tenants, workmen or contractors; c) after the LESSEE has abandoned or surrendered the PREMISES, and d) pursuant to court order.

19. MANNER OF ENTRY LESSOR. LESSOR shall not abuse the right to the PREMISES given by LESSOR by paragraph \_\_\_\_ of this lease nor use of such right to harass LESSEE. LESSOR shall at all time give LESSEE reasonable notice, normally 24-hour notice, of LESSOR'S intent to enter the PREMISES and then enter the PREMISES during normal business hours. This paragraph shall apply to entries on the PREMISES in cases of emergencies, after the LESSEE has abandoned or surrendered the PREMISES, or in cases where it is impracticable to comply with the requirements of this paragraph; provided, however, that the entry by LESSOR on the PREMISES may not, except in cases of emergency or after abandoned or surrendered, be made during business hours unless LESSEE consents at the time of entry.
20. HOLDOVER BY LESSEE. Should LESSEE remain in possession of the premises with the consent of the LESSOR after the natural expiration of this lease, a new tenancy from month to month shall be terminable by \_\_\_\_\_ DAYS written notice, served by either LESSEE or LESSOR on the other party to this lease in the manner prescribed by section \_\_\_\_ of the California Civil Code.
21. OPTION TO PURCHASE. LESSOR hereby grants to LESSEE until \_\_\_\_\_ an option to purchase the PREMISES on the following terms and conditions.
- a) LESSEE may exercise this option by depositing in escrow a copy of this lease together with all other documents or instruments required by this option to be delivered in escrow by the LESSEE and giving written notice to LESSOR of such deposits in escrow. The escrow company to be \_\_\_\_\_ located in \_\_\_\_\_.
  - b) The full purchase price for the PREMISES shall be the sum of \$ \_\_\_\_\_ (net to seller) payable as follows.
    - 1) A credit to the LESSEE of \$ \_\_\_\_\_ a month plus \$ \_\_\_\_\_ option money, deposited with LESSOR pursuant to paragraph of 3 herein entitled 'DEPOSITS.' The credit for that month will be void if rent is 10 days late.
    - 2) At LESSEE'S option, assumption by LESSEE of existing loan or loans to lessor secured by the PREMISES in connection with LESSOR'S purchase of the PREMISES, to the full extent such loan or loans are assumable.
    - 3) A new loan obtained by LESSEE AT LESSEE'S expense.
  - c) On close of escrow opened by LESSEE on exercise of this position, LESSOR shall convey to LESSEE good and marketable title to the PREMISES, as evidenced by a standard form \_\_\_\_\_ Title insurance company in the full amount of the purchase price issued by \_\_\_\_\_ Title Insurance Company, subject only to such liens, encumbrances, clouds, and conditions of record as of the date hereof and such others as may be approved in writing by LESSEE. LESSEE to assume any future tax assessment.
  - d) On exercise of this option and close of escrow for the sale of the PREMISE to LESSEE:
    - 1) LESSEE shall pay the full cost of sellers title insurance policy required by this section. The full cost of preparing as well as executing and acknowledging any deeds or other instruments required to convey title to the PREMISES to the LESSEE and any documentary transfer tax imposed on the conveyance of title to LESSEE.
    - 2) LESSEE shall pay the full cost of preparing as well as executing and acknowledging promissory note and deed of trust required by this paragraph 21 and shall also pay the cost of recording the deed or other instruments conveying title to PREMISES to LESSEE and the cost of recording the deed of trustee required by this paragraph 21.
    - 3) LESSEE shall pay any escrow fee charged by the escrow holder in addition to the Title Insurance Policy required by this section in equal proportion.
  - e) If the LESSEE does not exercise the option to purchase or this lease is terminated as provided herein ZERO (0) of the amount, if any, deposited with LESSOR pursuant to paragraph 3 herein entitled "DEPOSITS" shall be refunded.
22. NOTICES. Any and all notices and other communication required or permitted by this lease to be served on or given to either party to this lease by other party to this lease shall be in writing and shall



accept as otherwise required by law or this lease be deemed duly served and given when personally delivered to either of the parties to whom it is directed or in lieu of such personal service when deposited in the United States Mail, first class, postage prepaid, addressed to LESSEE at the PREMISES or to the LESSOR at, \_\_\_\_\_. Either party maybe change his address for the purpose of this paragraph by giving written notice such change to the party in the manner provided in this paragraph.

- 23. PLACE FOR PAYMENT OF RENT. Until changed by written notice served on LESSEE by LESSOR, all rent payable under this lease shall be paid to LESSOR at the address specified for LESSOR in paragraph \_\_\_\_.
- 24. ENCUMBERANCE LIMITATION. LESSOR may not encumber PREMISES in excess of \$ \_\_\_\_\_ at any time.
- 25. ATTORNEY'S FEES. Should any litigation be commenced between the parties hereto concerning the PREMISES, this lease or the rights and duties of either in relation thereto, the party prevailing in such litigation, shall be entitled, in addition to such other relief as may be granted, a reasonable sum as and for his attorney's fees in such litigation.
- 26. WAIVER OF BREACH. The waiver by LESSOR of any breach of any provision of this lease shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this lease.
- 27. TIME OF ESSENCE. Time is expressly declared to be of essence of this lease.
- 28. BINDING ON HEIRS AND ASSIGNS. Subject to the provisions of this lease against assignments of LESSEE'S interest under this lease, all provisions of this lease shall extend to and bind, or endure to the benefit not only of the parties hereto but to each and every one of the heirs, executors, representatives, successors and assigns of LESSOR or LESSEE.
- 29. SOLE AND ONLY AGREEMENT. LESSEE AND LESSOR agree that this instrument contains the sole and only agreement between them concerning the lease and option to purchase the PREMISES and correctly sets forth their rights and obligations to each other concerning the PREMISES as of its dates. Any agreement or representation in regards to the PREMISES or the duties of either LESSOR or LESSEE in relation thereto not expressly set forth in this instrument is null and void.
- 30. REVERABILITY. In the event that any covenant, condition or other provision herein contained is held to be invalid, void or illegal by any court or competent jurisdiction, the same shall be deemed severable from the remainder of this agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision herein contained. If such provision, covenant or other provision be deemed invalid due to its scope or breadth, such as covenant, condition, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

EXECUTED AS OF \_\_\_\_\_ 20\_\_ at  
\_\_\_\_\_ COUNTY, STATE OF \_\_\_\_\_.

\_\_\_\_\_  
"LESSEE/Optionor"

\_\_\_\_\_  
"LESSOR"

# Application To Rent

Last Name		First Name		Middle Name		Social Security Number		
Date of Birth		Driver's License Number		State		Expiration Date		
						Home Phone Number ( )		
1	Present Address			City		State		
						Zip Code		
Date In		Date Out		Owner/Mgr. Name		Owner/Mgr. Phone Number ( )		
Reason for Moving								
2	Previous Address			City		State		
						Zip Code		
Date In		Date Out		Owner/Mgr. Name		Owner/Mgr. Phone Number ( )		
Reason for Moving								
3	Next Previous Address			City		State		
						Zip Code		
Date In		Date Out		Owner/Mgr. Name		Owner/Mgr. Phone Number ( )		
Reason for Moving								
list All Proposed Occupants in Addition to Yourself		Name		Age		Name		
						Age		
Present Occupation		Salary		<input type="checkbox"/> week		Employer Name		
		\$		<input type="checkbox"/> month				
How long with this employer		Phone Number ( )		Employer Address				
Name of your supervisor				City		State		
						Zip Code		
Prior Occupation		Salary		<input type="checkbox"/> week		Employer Name		
		\$		<input type="checkbox"/> month				
How long with this employer		Phone Number ( )		Employer Address				
Name of your supervisor				City		State		
						Zip Code		
Account Number			Name of Your Bank			Branch or Address		
Checking								
Savings								
Name of Creditor			Address			Phone Number		Mo. Pmt. Amt.
1.						( )		\$
2.						( )		\$
3.						( )		\$
In case of emergency, notify:						Relationship:		
Address			City			State		Zip Code
								Phone Number ( )
In case of emergency, notify:						Relationship:		
Address			City			State		Zip Code
								Phone Number ( )
Personal References			Address		City		State	
							Zip Code	
1.							( )	
2.							( )	
3.							( )	
Mother's maiden name: _____			Will you have pets? _____			Describe: _____		
Liquid filled furniture? Describe: _____			Have you ever tiled bankruptcy? _____			Been evicted or asked to move? _____		
Have you ever used other names? _____			_____					
Automobile: Make _____ Model _____			If so, list _____					
Automobile: Make _____ Model _____			_____					
			Year _____ License # _____					
			Year _____ License # _____					

Applicant represents that the above statements are true and correct and hereby authorizes verification of items including but not limited to, the obtaining of a credit report and agrees to furnish additional credit references upon request. The undersigned makes application to rent housing accommodations designated as:

Unit # \_\_\_\_\_ Located at \_\_\_\_\_ the rental for which is \$ \_\_\_\_\_ per \_\_\_\_\_,  
and upon approval of this application agrees to sign a rental or lease agreement and to pay all sums due, including deposits, before occupancy.

Date: \_\_\_\_\_ Applicant \_\_\_\_\_

**3 DAY NOTICE TO PAY RENT OR QUIT**

Date:

To: \_\_\_\_\_  
\_\_\_\_\_ (address)  
\_\_\_\_\_

Notice to you and all others in possession of the below premises, that you are hereby notified to vacate, quit and deliver up the premises you hold as our tenant, namely: (describe premises)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are to deliver up said premises on or within \_\_\_\_\_ days (excluding date of service, Saturday, Sunday and legal holidays) of receipt of this notice, pursuant to the applicable state law of \_\_\_\_\_.

This notice is provided due to nonpayment of rent. The present rent arrearage is in the amount of \$ \_\_\_\_\_ according to the below account.

You may reinstate your tenancy by full payment of said arrears within \_\_\_\_\_ days (excluding date of service, Saturday, Sunday and legal holidays) on or before \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), as provided under the terms of your tenancy or by applicable state law. In the event you fail to bring your rent payments current or vacate the premises, we shall immediately take legal action to evict you and to recover rents and damages for the unlawful detention of said premises together with such future rents as may be due us for breach of your tenancy agreement.

\_\_\_\_\_  
Owner \_\_\_\_\_ Address \_\_\_\_\_  
By \_\_\_\_\_  
Agent \_\_\_\_\_ Telephone # \_\_\_\_\_

**PROOF OF SERVICE**

I, the undersigned, being at least eighteen years of age, declare under penalty of perjury that I served the within notice to pay rent or quit tenancy, of which this is a true copy, on the above-named tenant in the manner indicated below on

- \_\_\_\_\_ I personally delivered a copy of the notice to tenant.
- \_\_\_\_\_ I mailed a true copy of the notice to tenant by certified mail.
- \_\_\_\_\_ I mailed a true copy of this notice to tenant by first-class mail.

Executed on \_\_\_\_\_ (year), at \_\_\_\_\_  
By \_\_\_\_\_

**LEASE AGREEMENT (without option)**

1. **PARTIES:** The parties to this agreement are, \_\_\_\_\_, hereinafter referred to as "Landlord", and \_\_\_\_\_, and \_\_\_\_\_, hereinafter referred to as "Tenant(s). All adult occupants of the subject premises must sign this Lease Agreement and each will be jointly and severally liable under the terms and conditions of said Agreement. Additional occupants of the premises will be \_\_\_\_\_ (Age \_\_\_) \_\_\_\_\_ (Age \_\_\_): and \_\_\_\_\_ (Age \_\_\_) only.
  
2. **PROPERTY:** Landlord hereby lets the following property to Tenant for the term of this agreement; the property located at and known as: \_\_\_\_\_
  
3. **TERM:** The term of the Agreement shall be for \_\_\_\_\_ month period beginning on \_\_\_\_\_ and ending \_\_\_\_\_
  
4. **RENT:** The monthly rental for said property shall be \$ \_\_\_\_\_ per month for \_\_\_ months... Upon execution of this agreement a deposit for the first month and security Deposit equivalent to one month's rent will be due. The first months rent will be a non-refundable deposit until occupancy. The remaining payments are to be paid consecutively on the first day of each month at such place as the Landlord shall direct. NOTICE OF TERMINATION OF TENANCY UNDER LEASE AGREEMENT FOR NON-PAYMENT OF RENT IS HEREBY SPECIFICALLY WAIVED.
  
5. **LATE CHARGES:** Any rent installment that is paid more than five (5) days after its due date shall include a late charge of 10% (ten percent) of the rent installment. Said late charges shall become a separate portion of rent due under the Terms and Conditions of this Lease.
  
6. **RETURN CHECK CHARGES:** A charge of \$25.00 shall be paid by Tenant for any check that is returned unpaid. Upon return or dishonor of any check tendered as payment of rent, late charges will be assessed as if no rental payment was attempted.
  
7. **UTILITIES, APPLIANCES & OTHER ITEMS FURNISHED BY LANDLORD:**

Utilities shall be paid by the party indicated on the following chart-

	LANDLORD	TENANT
Electricity	_____	YES _____
Gas	_____	YES _____
Water	_____	YES _____
Garbage	_____	YES _____

**LEASE AGREEMENT**

Other	_____	YES _____
-------	-------	-----------

**Appliances furnished to Tenant by Landlord:**

	YES	NO
Refrigerator	_____	_____
Stove	_____	_____
Air Conditioner	_____	_____
Dishwasher	_____	_____
Washer/Dryer	_____	_____

Pool and yard maintenance shall be the responsibility of the tenant.

8. **USE OF PROPERTY, OCCUPANTS, AND GUESTS:** Tenant shall use the subject property for residential purposes only. The property shall be occupied only by those Tenants listed in item one (1). PARTIES of this Lease.
9. **TENANT'S DUTY TO MAINTAIN PREMISES:** Tenant shall keep the dwelling unit in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring tenants to maintain rented premises. If damage to the dwelling unit other than normal wear and tear is caused by acts or negligence of Tenant or others occupying the premises under his/her control, Landlord may cause such repairs to be made, and Tenant shall be liable to Landlord for any reasonable expense thereby incurred by Landlord.
10. **ALTERATIONS:** No alteration, addition, or improvements shall be made by Tenant in or to the dwelling unit without the prior written consent of Landlord. Such consent shall be totally at Landlord's option.
11. **NOISE:** Tenant agrees not to allow on the premises any excessive noise or other activity, which disturbs the peace and quiet of others.
12. **INSPECTION BY LANDLORD:** The Tenant agrees to allow Landlord with prior notice to enter the subject premises in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. The Landlord may enter the dwelling unit without consent to Tenant in case of emergency.
13. **SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord upon execution of the Lease contract, receipt of which is hereby acknowledged, the sum of \$\_\_\_\_\_. This deposit is held as security against any damage to the entire property, including but not limited to furniture, appliances, fixtures, and carpet; and Tenant vacating the entire premises prior to the termination date of this Lease, or failing to perform any and all the covenants herein. Said deposit is neither an advance rental payment nor a bonus to the Landlord, and Landlord agrees that if all the covenants imposed upon Tenant have been fulfilled, Landlord shall refund said deposit by mail to the address furnished by the

Tenant, after the premises have been vacated by Tenant and inspected by Landlord as provided by statute. Said deposit shall be deposited in \_\_\_\_\_ Bank or delivered to owner or owner's agent

14. **LIEN:** The Tenant hereby gives Landlord a lien upon all his personal property situated upon said premises, including all furniture and household furnishings. This lien is for the rent agreed to be paid  
Hereunder, for any damage caused by Tenant beyond normal wear and tear, and for Court costs and attorney's fees incurred under the Terms and Conditions of this Agreement.
15. **SUBLEASING:** Tenant shall not assign this Agreement or sublet the dwelling unit without prior written consent of Landlord. Such consent shall be totally at Landlord's option.
16. **PERSONAL INJURY AND PROPERTY DAMAGE:** Subject to standards required by law, neither Landlord nor its principal shall be liable to Tenant, his family, employees, or guests, for any damage to person or property caused by the acts or omissions of other Tenants or other persons, whether such persons be off the property of Landlord or on the property with or without permission of Landlord; nor shall Landlord be liable for losses or damages from theft, fire, water, rain, storm, explosion, sonic boom, or other causes whatsoever, nor shall Landlord be liable for loss or damages resulting from failure, interruption, or malfunctions in the utilities provided to Tenant under this Lease Agreement; nor shall Landlord be liable for injuries elsewhere on the premises.

**LANDLORD IS NOT RESPONSIBLE FOR, AND WILL NOT PROVIDE, FIRE OR CASUALTY INSURANCE FOR THE TENANTS PERSONAL PROPERTY.**

In further consideration of this Agreement, Tenant agrees that, subject to standards required by law, Landlord does not warrant the condition of the premises in any respect, and his liability for any injury to the Tenant, his family, agent, or those claiming under him, or those on the premises by his or their invitation, shall be limited to injuries arising from such defects that are unknown by claimant and are known to Landlord or are willfully concealed by him. Additionally, Tenant has inspected the premises and binds himself to hold Landlord harmless against any and all claims for damages arising from those who sustain injuries upon the above leased premises, during the term of this Lease, or any extension thereof.

**17. IN CASE OF MALFUNCTION OF EQUIPMENT, DAMAGE BY FIRE, WATER OR ACT**

**OF GOD:** Tenant shall notify Landlord immediately of malfunction of equipment, damage by fire, water or act of God and Landlord shall repair the damage with reasonable promptness, or if the premises are deemed by the Landlord to be damaged so much as to be unfit for occupancy, or if the Landlord decides not to repair or restore the building, this Lease shall terminate. If the Lease is so terminated, rent will be prorated on a daily basis so that Tenant will pay only to the date of the damage, and the remainder of the month will be refunded.

18. **PETS:** Tenant shall not permit a pet to live on the premises without signing and complying with the provisions of a separately negotiated Pet Agreement All pets are subject to visual inspection and approval to Landlord at such times as Landlord may direct during normal working hours.
19. **TERMINATION - ALL TENANTS PLEASE TAKE NOTICE!** At least thirty (30) days prior to the termination date of this Lease Agreement, Tenant must give Landlord written notice of his intent to vacate the subject premises. Failure of Tenant to give Landlord said notice of intent to vacate the subject premises will cause Landlord to treat tenant as a holdover in accordance with item twenty (20.) **HOLDOVER**, of this Lease Agreement, no matter if Tenant continues to occupy the premises or not.

Upon proper termination or expiration of this Agreement, Tenant shall vacate the premises, remove all personal property belonging to him, and leave the premises as clean as he found them.

20. **HOLDOVER:** If Tenant holds over upon termination or expiration of this Agreement and/or Landlord accepts Tenant's tender of the monthly rent provided by this Agreement, this Agreement  
Shall continue to be binding on the parties as a month-to-month agreement under the same Terms and Conditions as herein contained.
21. **ATTORNEY'S FEES:** Violation of any of the conditions of this Agreement shall be sufficient cause for eviction from said premises. Tenants agree to pay all costs of such action or cost of collection of damages as a result of Tenant's breach of this Agreement, including reasonable attorney's fees.
22. **NOTICES:** All notices provided for by this Agreement shall be in writing and shall be given to the other party as follows: to Tenant, at the premises; to Landlord, at  

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23. **MAINTENANCE REOUESTS:** **Except** in emergencies, all requests for maintenance must be made in writing to Landlord, at the following address  

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24. **ABSENCE OR ABANDONMENT:** The Tenant must notify the Landlord of any extended absence from the premises in excess of 15 days. Notice shall be given on or before the first day of any extended absence. The Tenant's unexplained and/or extended absence from the premises for (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. The Landlord is then expressly authorized to enter, remove, and store all personal items belonging to Tenant. If Tenant does not claim said personal property within an additional thirty (30) days, Landlord may sell or dispose of said personal property and apply the proceeds of said sale to the unpaid rents, damages, storage fees, sale costs, and attorney's fees. Any unclaimed balance held by the Landlord for a period of six (6) months shall be forfeited to the Landlord.
25. **TERMINATION FOR VIOLENT OR DANGEROUS BEHAVIOR:** Landlord shall terminate this Lease Agreement within three (3) days from the date written notice is



delivered to the Tenant if the Tenant or any other persons on the premises with the Tenant's consent willfully or intentionally commits a violent act or behaves in a manner which constitutes or threatens to be a real and present danger to the health, safety, or welfare of the life or property of others.

26. **BREACH OF LEASE:** If there is any other material noncompliance of the Lease Agreement by the Tenant, not previously specifically mentioned, or a noncompliance materially affecting health and safety, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach, and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice. If the breach is not remedied in fourteen (14) days, the Lease Agreement shall terminate as provided in the notice subject to the following: If the breach is remediable by repairs or the payment of damages or otherwise and the Tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate.

If the same act or omission which constituted a prior noncompliance, of which notice was given, recurs within six (6) months, the Landlord may terminate the Lease Agreement upon at least (14) days' written notice specifying the breach and the date of termination of the Lease Agreement.

27. **RULES AND REGULATIONS:** Tenant has read and agrees to abide by all Rules and Regulations of the Landlord as they presently exist or as they may be amended at Landlord's sole discretion. Said Rules and Regulations are attached hereto and are herein incorporated by reference.
28. **ALTERATIONS OR CHANGE IN THIS AGREEMENT:** It is expressly understood by Landlord and Tenant that the Terms and Conditions herein set out cannot be changed or modified, Except in writing. Tenant understands that neither Tenant nor Landlord or any of Landlord's agents have the authority to modify this Lease Agreement except with a written instrument signed by all parties.
29. **APPLICATION: Tenant's** Application is an important part of this Lease, incorporated by reference and made a part hereof any misrepresentations, misleading or false statements made by Tenant and later discovered by the Landlord shall, at the option of the Landlord, void this Lease Agreement.
30. **SAVINGS CLAUSE:** If any provision of this Lease is determined to be in conflict with the law, thereby making said provision null and void, the nullity shall not affect the other provisions of this Lease, which can be given effect without the void provision, and to this end the provisions of the Lease are severable.
31. **TENANTS ARE RESPONSIBLE FOR THEIR OWN SECURITY:** Tenant hereby states that he has inspected the subject premises and has determined to his satisfaction that the smoke detectors, door locks and latches, window locks and latches, and any other security devices within the subject premises are adequate and in proper working order. Tenant acknowledges that Landlord is under no obligation or duty to inspect, test, or repair smoke detectors during Tenant's occupancy. Further, Tenant acknowledges that

Landlord is under no obligation or duty to inspect, test, or repair any other security device unless and until Landlord has received written notice of disrepair of the device.

Tenant further acknowledges that neither Landlord nor his agents or representatives guarantee, warrant, or assume the personal security of Tenant. Tenant further acknowledges and understands that Tenant's personal safety and security is primarily Tenant's responsibility. In particular, Tenant recognizes that Tenant is in the best position to determine and foresee risks of loss and to protect himself and his property against such losses. In this regard, Tenant recognizes that any of Landlord's efforts are voluntary and not obligatory.

32. **ADDITIONAL TERMS AND CONDITIONS:** Additional paragraphs \_\_\_\_\_ through \_\_\_\_\_ are attached hereto and are part of this Lease Agreement.

Wherefore, we the undersigned do hereby execute and agree to this Lease Agreement, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

LANDLORD

\_\_\_\_\_

TENANT SS#

\_\_\_\_\_

TENANT SS#

**RULES AND REGULATIONS**  
*(Referred to in and made a part of the Parties' Lease Agreement)*

1. No signs, notices, or advertisements shall be attached to or displayed by Tenant on or about said premises. Additionally, no antenna or satellite dish shall be attached to or displayed on or about the premises.
2. Profane, obscene, loud, or boisterous language, or unseemly behavior and conduct is absolutely prohibited, and Tenant obligates himself and those under him not to do or permit to be done anything that will annoy, harass, embarrass, or inconvenience any of the other tenants or occupants in the subject or adjoining premises.
3. No motor vehicle shall be kept upon the property that is unlicensed, inoperable, or in damaged condition. Damaged condition includes but is not limited to flat tires. Any such vehicle that remains on the property for more than ten (10) days after notice to remove same has been placed on subject vehicle shall be towed by wrecker and stored with a wrecker service at the tenant's and/or the vehicle owner's expense.
4. In keeping with Fire Safety Standards, all motorized vehicles including motorcycles must be parked outside. No motorized vehicles shall be parked in any building structure on the property except authorized garage spaces.
5. In accordance with Fire Safety Standards and other safety regulations, no Tenant shall maintain or allow to be maintained, any auxiliary heating unit, air conditioning units, or air filtering units without prior inspection and written approval of Landlord.
6. The sound of musical instruments, radios, televisions, phonographs, and singing shall at all times be limited in volume to a point that is not objectionable to other tenants or occupants in the subject or adjoining premises.
7. Only persons employed by Landlord or his agent shall adjust or have anything to do with the heating or air conditioning plants or with the repair or adjustment of any plumbing, stove, refrigerator, dishwasher, or any other equipment that is furnished by Landlord or is part of the subject premises.
8. No awning, Venetian blinds, or window guards shall be installed, except where prior approval is given by the Landlord.
9. Tenant shall not alter, replace, or add locks or bolts or install any other attachments, such as doorknockers, upon any door, except where prior approval is given by the Landlord
10. No defacement of the interior or exterior of the buildings or the surrounding grounds will be tolerated
11. If furnished by Landlord, garbage disposal shall only be used in accordance with the disposal victims. All refuse shall be timely removed from the premises and placed outside in receptacles.

- 12. No spikes, hooks, or nails shall be driven into the walls, ceiling or woodwork of the leased premises without consent of Landlord. No crating of or boxing of furniture or other articles will be allowed within the leased premises.
- 13. It is specifically understood that Landlord reserves solely to itself the right to alter, amend, modify, and add rules to this Lease.
- 14. It is understood and agreed that Landlord shall not be responsible for items stored in storage areas.
- 15. Landlord has the right to immediately remove combustible material from the premises or any storage area.
- 16. Landlord will furnish one (1) key for each outside door of the premises. All keys must be returned to Landlord upon termination of the occupancy.
- 17. Lavatories, sinks, toilets and all water and plumbing apparatus shall be used only for the purpose for which they were constructed. Sweepings, rubbish, rags, ashes or other foreign substances shall not be thrown therein. Any damage to such apparatus and the cost of clearing plumbing resulting from misuse shall be the sole responsibility of and win be home by Tenant.

TENANT \_\_\_\_\_ Date \_\_\_\_\_ TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_ TENANT \_\_\_\_\_ Date \_\_\_\_\_

### **SECURITY DEPOSIT POLICY**

***Refund of the security deposit referred to in the attached Lease Agreement is subject to compliance with all six (6) of the following provisions:***

1. That a full term of the lease has expired and;
2. That thirty (30) day written notice is given, prior to vacating the subject premises at the end of said full term and;
3. That there are no damages to Landlord's property, including but not limited to furniture, appliances, carpet, drapes, blinds, floor coverings and;
4. That the entire apartment, including range, refrigerator, bathrooms, closets and cupboards are clean and;
5. That no late charges, delinquent rents, or fees for the damages remain unpaid and;
6. That all keys, including mailbox keys, are returned to the Landlord.

The following questions and answers are for the purpose of eliminating misunderstandings concerning the security deposit:

1. Question: What charges will be deducted from the deposit if Tenant has failed to comply with all of the above listed six (6) conditions?  
Answer The cost of all material and labor for cleaning the apartment and making repairs, all delinquent payments and fees, and all rental income lost as a result of Tenant vacating the premises prior to the termination date of his lease, or during any holdover period.
2. Question: What should Tenant be careful to avoid?  
Answer: (a) Damage to property, furniture, walls and wall coverings, appliances, carpet, drapes/blinds, and floor coverings. Departing Tenant will be held responsible for all damages beyond normal wear and tear, (b) Dirty appliances. Be sure to clean range and refrigerator.
3. Question: How is the Security Deposit returned?

Answer. If Tenant has complied with all the terms and conditions concerning the Security Deposit, the deposit will be returned by check mailed to a forwarding address furnished to Landlord by Tenant.

NOTE: The Security Deposit may not be applied to the last monthly rental, or any other rent payment!

TENANT  
Date

Date

TENANT

TENANT  
Date

Date

TENANT

**PARAGRAPH NO.                      PET AGREEMENT**

Tenant agrees that only the pet described and named below will occupy premises. No additional or different pet is authorized under this Agreement.

Tenant agrees that said pet shall be kept under the direct control of Tenant at all times.

Tenant agrees that if pet becomes annoying, bothersome, or in any way a nuisance to other tenants, or to the community, Tenant shall immediately upon notice from Landlord remove the pet from the premises, or vacate the premises.

Tenant agrees to pay the Landlord, upon execution of this supplementary Pet Agreement, the additional sum of \$\_\_\_\_\_. This amount is NON-REFUNDABLE, and does not prohibit Landlord from

Recovery of any and all damages to the subject premises, caused by said pet.

Landlord sets a limit of \_\_\_\_\_ lbs. for the subject pet.

Type of Pet: \_\_\_\_\_ Breed: \_\_\_\_\_  
Name of Pet: \_\_\_\_\_ Age: \_\_\_\_\_ Weight: \_\_\_\_\_  
Color of Pet: \_\_\_\_\_ License #: \_\_\_\_\_

All Tenants residing in the unit must sign this Pet

Agreement. DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
LANDLORD

TENANT

TENANT

**Information on Lead-Based Paint**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure (initial)**

\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

\_\_\_ (b) Known lead-based paint or lead-@ paint hazards are present in the housing (explain).

\_\_\_ (c) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. (b)Records and reports available to the lessor (check one below)

\_\_\_ (d) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).LJ

\_\_\_ (e) Lessor has no reports or records pertaining to lead-based paint and/or lead paint hazards in die housing.

**Lessee's Acknowledgment (initial)**

\_\_\_ (a) Lessee has received copies of all information listed above.

\_\_\_ (b) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

\_\_\_ (a) Agent has **informed** the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor \_\_\_\_\_ Date \_\_\_\_\_ Lessor \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_ Lessee \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_ Lessee \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_ Agent \_\_\_\_\_ Date \_\_\_\_\_



**PARAGRAPH NO. \_\_\_\_\_ TRANSFER CANCELATION PRIVILEGE**

For and in consideration of \$ \_\_\_\_\_ cash in hand paid, receipt of which is hereby acknowledged, it is agreed that this transfer cancellation privilege shall become a part of Tenant's Lease Agreement. It is understood and agreed that if Tenant is transferred by his employer from this city to another city during the term of this Lease contract, Tenant may secure a release from this Lease contract by giving a thirty (30) days written notice through presentation of a letter from his employer stating the date and new location of the transfer.

Additional consideration for this right of cancellation is for the forfeiture of all deposits, even if there has been no damage to Landlord's property. It is expressly understood that release may be obtained only after compliance with all other provisions of the Lease Agreement.

LANDLORD/LESSOR \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

**PARAGRAPH NO. NO FAULT MAINTENANCE**

It is expressly agreed that the rental required in this Lease is a reduced figure, reflecting Tenant's willingness to accept the responsibilities outlined in this additional paragraph. Tenant agrees that he has inspected the subject premises, furnishings, and equipment, and that the same now are in good order and condition, except as herein noted.

Therefore, Tenant agrees to be responsible for all plumbing repairs, including but not limited to leaks, stoppage, frozen pipes and water damage, appliances, furnishings, equipment, and the entire premises, including but not limited to glass, screens, and doors.

Further, Tenant will keep the grounds clean and neat, and free of trash and debris. This includes mowing the lawn and trimming of trees and shrubs.

The parties realize that this additional paragraph amends and modifies other language in the attached Lease Agreement form, the Rules and Regulations that are a part of that and Landlord's duty to maintain the subject premises.

NOTES: \_\_\_\_\_

LANDLORD \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_



**PARAGRAPH NO. \_\_\_\_\_ DISCOUNT FOR PRE-PAYMENT OF RENT**

For, and in consideration of, Tenant paying rent by the first (1st) day of the month in which said rent is due, Tenant may take a discount of \$\_\_\_\_\_ for that specific month. To receive said discount, rent must be received by Landlord or postmarked no later than the first day of the month in which said rent is due.

LANDLORD \_\_\_\_\_

TENANT \_\_\_\_\_

TENANT \_\_\_\_\_

TENANT \_\_\_\_\_

TENANT \_\_\_\_\_

**PAYMENT POLICY**

I, \_\_\_\_\_, understand that all rent is due on the 1st of the Month.

«« late on the 6\*

\*•\* Eviction begins on the 11th of the month.

•\* No exceptions.

I understand and agree that my rent will be paid on time.

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**REALTY  COACH**

**760 318-3336**

**[www.thepowerofrealtycoaching.com](http://www.thepowerofrealtycoaching.com)**

**Email: [info@realtycoach.net](mailto:info@realtycoach.net)**

We hope this information has been valuable and please visit our website, and email for information about group or personal coaching options.

## Lease with Option to Purchase

(Name) \_\_\_\_\_ (“LESSOR”), leases to \_\_\_\_\_ (“LESSEE”), the real property commonly known as \_\_\_\_\_ consisting of a single family residence, (“THE PREMISES”), on the following terms and conditions:

1. TERM OF LEASE. The term of this lease shall be for the period commencing on (date) \_\_\_\_\_.
2. RENT.
  - (a) LESSEE agrees to pay LESSOR as rent for the PREMISES the sum of \_\_\_\_\_ per month in advance on the first day of each month commencing on \_\_\_\_\_ at such place as LESSOR may from time to time specify by written notice serviced on LESSEE; provided, however, that if LESSEE pays the rent to LESSOR by cashier's check on or before due date, the monthly rental payment shall be \_\_\_\_\_ LESSEE has herewith paid to LESSOR \_\_\_\_\_ as first month's rent.
  - (b) The foregoing rent is subject to increase only to the extent of tax or assessment increases.
  - (c) LATE RENT FEE. LESSEE agrees to pay LESSOR a fee of \_\_\_\_\_ if rent is received after the fifth day of the month.
3. DEPOSITS. On execution of this lease, the LESSEE deposit in the sum of \_\_\_\_\_, (executed on \_\_\_\_\_), receipt of which is hereby acknowledged to be applied toward the purchase of the PREMISES, pursuant to paragraph \_\_\_ herein entitled “OPTION TO PURCHASE.”
4. USE. The PREMISES SHALL be used only as a single family residence, and LESSEE shall not permit the PREMISES or any part thereof to be used for (1) the conduct of any offensive, noisy or dangerous activity that would increase the premiums of fire insurance on the PREMISES; (2) the creation or maintenance of a public nuisance; or (3) anything which is against any laws or rules and regulations of any public authority at anytime applicable to the PREMISES.
5. UTILITY CHARGES. LESSEE shall pay promptly as the come due, all charges for the furnishing of water, electricity, natural gas, garbage service, and other public utilities to the PREMISES during the term of this lease. Buyer to hire gardener and maintain premises in current condition
6. INDEMNITY AGREEMENT. LESSEE agrees to indemnify and hold LESSOR and the property of the LESSOR, including PREMISES, free and harmless from any and all liability for injury to or death to any person, including LESSEE and independent contractors and employees of LESSEE, or for damage of the PREMISES by LESSEE or from the act of omission of any person or persons, including LESSEE and independent contractors and employees of LESSEE, in or about the PREMISES with the express

of all buildings and improvements now located on the premises, LESSOR may, at his option, either repair and restore the damaged buildings and improvements, or cancel this lease and return any unearned rent previously paid under this LEASE by LESSEE.

9. CONDITION OF THE PREMISES. LESSEE has examined the premises as well all buildings and improvements located on the premises and they are all, at the date of this lease, in good (new) order, repair and safe and clean condition.
10. MAINTENANCE OF PREMISES. LESSEE will maintain premises in a condition of fit for occupancy, and repair deterioration or injuries to the premises occasioned by the LESSEE'S occupancy. LESSEE to pay premium (home warranty company) \_\_\_\_\_ on \_\_\_\_\_ and co-pays starting at the date of execution of the lease.
11. IMPROVEMENTS TO PROPERTY OF LESSOR. All alterations, changes, and improvement built, constructed or placed on the premises by LESSEE other than trade fixtures or movable personal property, shall, unless otherwise provided by written agreement between LESSOR and LESSEE be the property of LESSOR and remain on the premises at the expiration sooner termination of this lease. Nothing contained in this paragraph, however, shall authorize LESSEE to make or place any such alterations, changes or improvements on the premises without having first obtained the written consent of the LESSOR.
12. ASSIGNMENT AND SUBLETTING. LESSEE shall not assign this leaser or subject the premises or any interest therein without obtaining the prior written consent of the LESSOR consent by LESSOR to one assignment or subletting. Any assignment or subletting operation of the LESSEE shall be void and shall, at the option of the LESSOR, terminate this lease.
13. DEFAULT BY LESSEE. Should lessee be in default for a period of more than \_\_\_\_\_ DAYS in the payment of any rent payable under this lease or in the performance of any other provision of this lease, LESSOR may terminate this lease and regain possession of the premises in the manner provided by the laws of unlawful detainer of the state of (state) \_\_\_\_\_ in effect at the date of such default.
14. INSOLVENCY OF LESSEE. Should LESSEE make an assignment for the benefit of creditors or allow a judgment rendered against to stop unsatisfied and unbonded for \_\_\_\_\_ DAYS or more, this lease and all rights, privileges and benefits of LESSEE under this lease shall, at the LESSOR'S option, terminate and not become part of the estate subject to assignment or judgment.
15. LESSOR'S ELECTION TO CONTINUE DURING BREACH. At LESSOR'S option if LESSEE had breached this lease and abandoned the property, this lease continues in effect for so long as the LESSOR does not terminate LESSEE'S right to possession, and LESSOR does not terminate remedies under this lease, including the right to recover the rent as it becomes due.
16. ESTOPPEL CERTIFICATE. At any time during the term of this lease, within \_\_\_\_\_ DAYS after the service on him of a written request by LESSOR, LESSEE shall execute, acknowledge and deliver to LESSOR a true statement in writing certifying: a. That this lease has not been modified and is in full force and effect; or b. The manner in which this lease had been modified and that as so modified, this lease is in full force and effect; c. The date to which rent reserved in this lease had been paid; and d. Such other matters pertaining to this lease and the PREMISES as LESSOR may request.
17. SUBORDINATION OF LEASE. This lease and the LESSEE'S leasehold interest under this lease are and shall be subject, subordinate and inferior to any lien or encumbrance, and to any and all renewals and extensions of such liens and encumbrances.
18. ENTRY BY LESSOR. LESSOR shall have the right to the enter the PREMISES only in the following cases a) in case of an emergency, b) to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the PREMISES to prospective or actual



purchasers, mortgagees, tenants, workmen or contractors; c) after the LESSEE has abandoned or surrendered the PREMISES, and d) pursuant to court order.

19. MANNER OF ENTRY LESSOR. LESSOR shall not abuse the right to the PREMISES given by LESSOR by paragraph \_\_\_\_ of this lease nor use of such right to harass LESSEE. LESSOR shall at all time give LESSEE reasonable notice, normally 24-hour notice, of LESSOR'S intent to enter the PREMISES and then enter the PREMISES during normal business hours. This paragraph shall apply to entries on the PREMISES in cases of emergencies, after the LESSEE has abandoned or surrendered the PREMISES, or in cases where it is impracticable to comply with the requirements of this paragraph; provided, however, that the entry by LESSOR on the PREMISES may not, except in cases of emergency or after abandoned or surrendered, be made during business hours unless LESSEE consents at the time of entry.
20. HOLDOVER BY LESSEE. Should LESSEE remain in possession of the premises with the consent of the LESSOR after the natural expiration of this lease, a new tenancy from month to month shall be terminable by \_\_\_\_\_ DAYS written notice, served by either LESSEE or LESSOR on the other party to this lease in the manner prescribed by section \_\_\_\_ of the California Civil Code.
21. OPTION TO PURCHASE. LESSOR hereby grants to LESSEE until \_\_\_\_\_ an option to purchase the PREMISES on the following terms and conditions.
- a) LESSEE may exercise this option by depositing in escrow a copy of this lease together with all other documents or instruments required by this option to be delivered in escrow by the LESSEE and giving written notice to LESSOR of such deposits in escrow. The escrow company to be \_\_\_\_\_ located in \_\_\_\_\_.
  - b) The full purchase price for the PREMISES shall be the sum of \$ \_\_\_\_\_ (net to seller) payable as follows.
    - 1) A credit to the LESSEE of \$ \_\_\_\_\_ a month plus \$ \_\_\_\_\_ option money, deposited with LESSOR pursuant to paragraph of 3 herein entitled 'DEPOSITS.' The credit for that month will be void if rent is 10 days late.
    - 2) At LESSEE'S option, assumption by LESSEE of existing loan or loans to lessor secured by the PREMISES in connection with LESSOR'S purchase of the PREMISES, to the full extent such loan or loans are assumable.
    - 3) A new loan obtained by LESSEE AT LESSEE'S expense.
  - c) On close of escrow opened by LESSEE on exercise of this position, LESSOR shall convey to LESSEE good and marketable title to the PREMISES, as evidenced by a standard form \_\_\_\_\_ Title insurance company in the full amount of the purchase price issued by \_\_\_\_\_ Title Insurance Company, subject only to such liens, encumbrances, clouds, and conditions of record as of the date hereof and such others as may be approved in writing by LESSEE. LESSEE to assume any future tax assessment.
  - d) On exercise of this option and close of escrow for the sale of the PREMISE to LESSEE:
    - 1) LESSEE shall pay the full cost of sellers title insurance policy required by this section. The full cost of preparing as well as executing and acknowledging any deeds or other instruments required to convey title to the PREMISES to the LESSEE and any documentary transfer tax imposed on the conveyance of title to LESSEE.
    - 2) LESSEE shall pay the full cost of preparing as well as executing and acknowledging promissory note and deed of trust required by this paragraph 21 and shall also pay the cost of recording the deed or other instruments conveying title to PREMISES to LESSEE and the cost of recording the deed of trustee required by this paragraph 21.
    - 3) LESSEE shall pay any escrow fee charged by the escrow holder in addition to the Title Insurance Policy required by this section in equal proportion.
  - e) If the LESSEE does not exercise the option to purchase or this lease is terminated as provided herein ZERO (0) of the amount, if any, deposited with LESSOR pursuant to paragraph 3 herein entitled "DEPOSITS" shall be refunded.
22. NOTICES. Any and all notices and other communication required or permitted by this lease to be served on or given to either party to this lease by other party to this lease shall be in writing and shall

accept as otherwise required by law or this lease be deemed duly served and given when personally delivered to either of the parties to whom it is directed or in lieu of such personal service when deposited in the United States Mail, first class, postage prepaid, addressed to LESSEE at the PREMISES or to the LESSOR at, \_\_\_\_\_. Either party maybe change his address for the purpose of this paragraph by giving written notice such change to the party in the manner provided in this paragraph.

- 23. PLACE FOR PAYMENT OF RENT. Until changed by written notice served on LESSEE by LESSOR, all rent payable under this lease shall be paid to LESSOR at the address specified for LESSOR in paragraph \_\_\_\_.
- 24. ENCUMBERANCE LIMITATION. LESSOR may not encumber PREMISES in excess of \$ \_\_\_\_\_ at any time.
- 25. ATTORNEY’S FEES. Should any litigation be commenced between the parties hereto concerning the PREMISES, this lease or the rights and duties of either in relation thereto, the party prevailing in such litigation, shall be entitled, in addition to such other relief as may be granted, a reasonable sum as and for his attorney’s fees in such litigation.
- 26. WAIVER OF BREACH. The waiver by LESSOR of any breach of any provision of this lease shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this lease.
- 27. TIME OF ESSENCE. Time is expressly declared to be of essence of this lease.
- 28. BINDING ON HEIRS AND ASSIGNS. Subject to the provisions of this lease against assignments of LESSE’S interest under this lease, all provisions of this lease shall extend to and bind, or endure to the benefit not only of the parties hereto but to each and every one of the heirs, executors, representatives, successors and assigns of LESSOR or LESSEE.
- 29. SOLE AND ONLY AGREEMENT. LESSEE AND LESSOR agree that this instrument contains the sole and only agreement between them concerning the lease and option to purchase the PREMISES and correctly sets forth their rights and obligations to each other concerning the PREMISES as of its dates. Any agreement or representation in regards to the PREMISES or the duties of either LESSOR or LESSEE in relation thereto not expressly set forth in this instrument is null and void.
- 30. REVERABILITY. In the event that any covenant, condition or other provision herein contained is held to be invalid, void or illegal by any court or competent jurisdiction, the same shall be deemed severable from the remainder of this agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision herein contained. If such provision, covenant or other provision be deemed invalid due to its score or breadth, such as covenant, condition, or other provision shall be deemed valid to the extent of the score or breadth permitted by law.

EXECUTED AS OF \_\_\_\_\_ 20\_\_ at  
\_\_\_\_\_ COUNTY, STATE OF \_\_\_\_\_.

\_\_\_\_\_  
“LESSEE/Optionor”

\_\_\_\_\_  
“LESSOR”

# Application To Rent

Last Name		First Name		Middle Name		Social Security Number		
Date of Birth		Driver's License Number		State		Expiration Date		
						Home Phone Number ( )		
1	Present Address			City		State		
						Zip Code		
Date In		Date Out		Owner/Mgr. Name		Owner/Mgr. Phone Number ( )		
Reason for Moving								
2	Previous Address			City		State		
						Zip Code		
Date In		Date Out		Owner/Mgr. Name		Owner/Mgr. Phone Number ( )		
Reason for Moving								
3	Next Previous Address			City		State		
						Zip Code		
Date In		Date Out		Owner/Mgr. Name		Owner/Mgr. Phone Number ( )		
Reason for Moving								
list All Proposed		Name		Age		Name		
Occupants in		Name		Age		Name		
Addition to Yourself		Name		Age		Name		
Present Occupation		Salary		<input type="checkbox"/> week		Employer Name		
		\$		<input type="checkbox"/> month		_____		
How long with this employer		Phone Number ( )		Employer Address				
Name of your supervisor				City		State		
						Zip Code		
Prior Occupation		Salary		<input type="checkbox"/> week		Employer Name		
		\$		<input type="checkbox"/> month		_____		
How long with this employer		Phone Number ( )		Employer Address				
Name of your supervisor				City		State		
						Zip Code		
Account Number			Name of Your Bank			Branch or Address		
Checking								
Savings								
Name of Creditor			Address			Phone Number		Mo. Pmt. Amt.
1.						( )		\$
2.						( )		\$
3.						( )		\$
In case of emergency, notify:						Relationship:		
Address			City			State		Zip Code
								Phone Number ( )
In case of emergency, notify:						Relationship:		
Address			City			State		Zip Code
								Phone Number ( )
Personal References			Address			City		State
								Zip Code
1.								Phone Number ( )
2.								( )
3.								( )
Mother's maiden name: _____			Will you have pets? _____			Describe: _____		
Liquid filled furniture? Describe: _____			Have you ever tiled bankruptcy? _____			Been evicted or asked to move? _____		
Have you ever used other names? _____			_____					
Automobile: Make _____ Model _____			If so, list _____					
Automobile: Make _____ Model _____			_____					
			Year _____ License # _____					
			Year _____ License # _____					

Applicant represents that the above statements are true and correct and hereby authorizes verification of items including but not limited to, the obtaining of a credit report and agrees to furnish additional credit references upon request. The undersigned makes application to rent housing accommodations designated as:

Unit # \_\_\_\_\_ Located at \_\_\_\_\_ the rental for which is \$ \_\_\_\_\_ per \_\_\_\_\_,  
and upon approval of this application agrees to sign a rental or lease agreement and to pay all sums due, including deposits, before occupancy.

Date: \_\_\_\_\_ Applicant \_\_\_\_\_

**3 DAY NOTICE TO PAY RENT OR QUIT**

Date:

To: \_\_\_\_\_  
\_\_\_\_\_ (address)  
\_\_\_\_\_

Notice to you and all others in possession of the below premises, that you are hereby notified to vacate, quit and deliver up the premises you hold as our tenant, namely: (describe premises)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are to deliver up said premises on or within \_\_\_\_\_ days (excluding date of service, Saturday, Sunday and legal holidays) of receipt of this notice, pursuant to the applicable state law of \_\_\_\_\_.

This notice is provided due to nonpayment of rent. The present rent arrearage is in the amount of \$ \_\_\_\_\_ according to the below account.

You may reinstate your tenancy by full payment of said arrears within \_\_\_\_\_ days (excluding date of service, Saturday, Sunday and legal holidays) on or before \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), as provided under the terms of your tenancy or by applicable state law. In the event you fail to bring your rent payments current or vacate the premises, we shall immediately take legal action to evict you and to recover rents and damages for the unlawful detention of said premises together with such future rents as may be due us for breach of your tenancy agreement.

\_\_\_\_\_  
Owner  
By \_\_\_\_\_  
Agent

\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone #

**PROOF OF SERVICE**

I, the undersigned, being at least eighteen years of age, declare under penalty of perjury that I served the within notice to pay rent or quit tenancy, of which this is a true copy, on the above-named tenant in the manner indicated below on

- \_\_\_\_\_ I personally delivered a copy of the notice to tenant.
- \_\_\_\_\_ I mailed a true copy of the notice to tenant by certified mail.
- \_\_\_\_\_ I mailed a true copy of this notice to tenant by first-class mail.

Executed on \_\_\_\_\_ (year), at \_\_\_\_\_  
By \_\_\_\_\_

**LEASE AGREEMENT (without option)**

1. **PARTIES:** The parties to this agreement are, \_\_\_\_\_, hereinafter referred to as "Landlord", and \_\_\_\_\_, and \_\_\_\_\_, hereinafter referred to as "Tenant(s). All adult occupants of the subject premises must sign this Lease Agreement and each will be jointly and severally liable under the terms and conditions of said Agreement. Additional occupants of the premises will be \_\_\_\_\_ (Age\_\_\_\_) \_\_\_\_\_ (Age \_\_\_\_): and \_\_\_\_\_ (Age \_\_\_\_ ) only.
  
2. **PROPERTY:** Landlord hereby lets the following property to Tenant for the term of this agreement; the property located at and known as: \_\_\_\_\_
  
3. **TERM:** The term of the Agreement shall be for \_\_\_\_\_month period beginning on \_\_\_\_\_ and ending \_\_\_\_\_
  
4. **RENT:** The monthly rental for said property shall be \$\_\_\_\_\_ per month for \_\_\_\_ months... Upon execution of this agreement a deposit for the first month and security Deposit equivalent to one month's rent will be due. The first months rent will be a non-refundable deposit until occupancy. The remaining payments are to be paid consecutively on the first day of each month at such place as the Landlord shall direct. NOTICE OF TERMINATION OF TENANCY UNDER LEASE AGREEMENT FOR NON-PAYMENT OF RENT IS HEREBY SPECIFICALLY WAIVED.
  
5. **LATE CHARGES:** Any rent installment that is paid more than five (5) days after its due date shall include a late charge of 10% (ten percent) of the rent installment. Said late charges shall become a separate portion of rent due under the Terms and Conditions of this Lease.
  
6. **RETURN CHECK CHARGES:** A charge of \$25.00 shall be paid by Tenant for any check that is returned unpaid. Upon return or dishonor of any check tendered as payment of rent, late charges will be assessed as if no rental payment was attempted.
  
7. **UTILITIES, APPLIANCES & OTHER ITEMS FURNISHED BY LANDLORD:**

Utilities shall be paid by the party indicated on the following chart-

	LANDLORD	TENANT
Electricity	_____	YES _____
Gas	_____	YES _____
Water	_____	YES _____
Garbage	_____	YES _____

**LEASE AGREEMENT**

Other	_____	YES _____
-------	-------	-----------

**Appliances furnished to Tenant by Landlord:**

	YES	NO
Refrigerator	_____	_____
Stove	_____	_____
Air Conditioner	_____	_____
Dishwasher	_____	_____
Washer/Dryer	_____	_____

Pool and yard maintenance shall be the responsibility of the tenant.

8. **USE OF PROPERTY, OCCUPANTS, AND GUESTS:** Tenant shall use the subject property for residential purposes only. The property shall be occupied only by those Tenants listed in item one (1). PARTIES of this Lease.
  
9. **TENANT'S DUTY TO MAINTAIN PREMISES:** Tenant shall keep the dwelling unit in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring tenants to maintain rented premises. If damage to the dwelling unit other than normal wear and tear is caused by acts or negligence of Tenant or others occupying the premises under his/her control, Landlord may cause such repairs to be made, and Tenant shall be liable to Landlord for any reasonable expense thereby incurred by Landlord.
  
10. **ALTERATIONS:** No alteration, addition, or improvements shall be made by Tenant in or to the dwelling unit without the prior written consent of Landlord. Such consent shall be totally at Landlord's option.
  
11. **NOISE:** Tenant agrees not to allow on the premises any excessive noise or other activity, which disturbs the peace and quiet of others.
  
12. **INSPECTION BY LANDLORD:** The Tenant agrees to allow Landlord with prior notice to enter the subject premises in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. The Landlord may enter the dwelling unit without consent to Tenant in case of emergency.
  
13. **SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord upon execution of the Lease contract, receipt of which is hereby acknowledged, the sum of \$\_\_\_\_\_. This deposit is held as security against any damage to the entire property, including but not limited to furniture, appliances, fixtures, and carpet; and Tenant vacating the entire premises prior to the termination date of this Lease, or failing to perform any and all the covenants herein. Said deposit is neither an advance rental payment nor a bonus to the Landlord, and Landlord agrees that if all the covenants imposed upon Tenant have been fulfilled, Landlord shall refund said deposit by mail to the address furnished by the

Tenant, after the premises have been vacated by Tenant and inspected by Landlord as provided by statute. Said deposit shall be deposited in \_\_\_\_\_ Bank or delivered to owner or owner's agent

14. **LIEN:** The Tenant hereby gives Landlord a lien upon all his personal property situated upon said premises, including all furniture and household furnishings. This lien is for the rent agreed to be paid  
Hereunder, for any damage caused by Tenant beyond normal wear and tear, and for Court costs and attorney's fees incurred under the Terms and Conditions of this Agreement.
15. **SUBLEASING:** Tenant shall not assign this Agreement or sublet the dwelling unit without prior written consent of Landlord. Such consent shall be totally at Landlord's option.
16. **PERSONAL INJURY AND PROPERTY DAMAGE:** Subject to standards required by law, neither Landlord nor its principal shall be liable to Tenant, his family, employees, or guests, for any damage to person or property caused by the acts or omissions of other Tenants or other persons, whether such persons be off the property of Landlord or on the property with or without permission of Landlord; nor shall Landlord be liable for losses or damages from theft, fire, water, rain, storm, explosion, sonic boom, or other causes whatsoever, nor shall Landlord be liable for loss or damages resulting from failure, interruption, or malfunctions in the utilities provided to Tenant under this Lease Agreement; nor shall Landlord be liable for injuries elsewhere on the premises.

**LANDLORD IS NOT RESPONSIBLE FOR, AND WILL NOT PROVIDE, FIRE OR CASUALTY INSURANCE FOR THE TENANTS PERSONAL PROPERTY.**

In further consideration of this Agreement, Tenant agrees that, subject to standards required by law, Landlord does not warrant the condition of the premises in any respect, and his liability for any injury to the Tenant, his family, agent, or those claiming under him, or those on the premises by his or their invitation, shall be limited to injuries arising from such defects that are unknown by claimant and are known to Landlord or are willfully concealed by him. Additionally, Tenant has inspected the premises and binds himself to hold Landlord harmless against any and all claims for damages arising from those who sustain injuries upon the above leased premises, during the term of this Lease, or any extension thereof.

**17. IN CASE OF MALFUNCTION OF EQUIPMENT, DAMAGE BY FIRE, WATER OR ACT**

**OF GOD:** Tenant shall notify Landlord immediately of malfunction of equipment, damage by fire, water or act of God and Landlord shall repair the damage with reasonable promptness, or if the premises are deemed by the Landlord to be damaged so much as to be unfit for occupancy, or if the Landlord decides not to repair or restore the building, this Lease shall terminate. If the Lease is so terminated, rent will be prorated on a daily basis so that Tenant will pay only to the date of the damage, and the remainder of the month will be refunded.



18. **PETS:** Tenant shall not permit a pet to live on the premises without signing and complying with the provisions of a separately negotiated Pet Agreement All pets are subject to visual inspection and approval to Landlord at such times as Landlord may direct during normal working hours.
19. **TERMINATION - ALL TENANTS PLEASE TAKE NOTICE!** At least thirty (30) days prior to the termination date of this Lease Agreement, Tenant must give Landlord written notice of his intent to vacate the subject premises. Failure of Tenant to give Landlord said notice of intent to vacate the subject premises will cause Landlord to treat tenant as a holdover in accordance with item twenty (20.) **HOLDOVER**, of this Lease Agreement, no matter if Tenant continues to occupy the premises or not.

Upon proper termination or expiration of this Agreement, Tenant shall vacate the premises, remove all personal property belonging to him, and leave the premises as clean as he found them.

20. **HOLDOVER:** If Tenant holds over upon termination or expiration of this Agreement and/or Landlord accepts Tenant's tender of the monthly rent provided by this Agreement, this Agreement  
Shall continue to be binding on the parties as a month-to-month agreement under the same Terms and Conditions as herein contained.
21. **ATTORNEY'S FEES:** Violation of any of the conditions of this Agreement shall be sufficient cause for eviction from said premises. Tenants agree to pay all costs of such action or cost of collection of damages as a result of Tenant's breach of this Agreement, including reasonable attorney's fees.
22. **NOTICES:** All notices provided for by this Agreement shall be in writing and shall be given to the other party as follows: to Tenant, at the premises; to Landlord, at  

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23. **MAINTENANCE REOUESTS:** **Except** in emergencies, all requests for maintenance must be made in writing to Landlord, at the following address  

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24. **ABSENCE OR ABANDONMENT:** The Tenant must notify the Landlord of any extended absence from the premises in excess of 15 days. Notice shall be given on or before the first day of any extended absence. The Tenant's unexplained and/or extended absence from the premises for (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. The Landlord is then expressly authorized to enter, remove, and store all personal items belonging to Tenant. If Tenant does not claim said personal property within an additional thirty (30) days, Landlord may sell or dispose of said personal property and apply the proceeds of said sale to the unpaid rents, damages, storage fees, sale costs, and attorney's fees. Any unclaimed balance held by the Landlord for a period of six (6) months shall be forfeited to the Landlord.
25. **TERMINATION FOR VIOLENT OR DANGEROUS BEHAVIOR:** Landlord shall terminate this Lease Agreement within three (3) days from the date written notice is

delivered to the Tenant if the Tenant or any other persons on the premises with the Tenant's consent willfully or intentionally commits a violent act or behaves in a manner which constitutes or threatens to be a real and present danger to the health, safety, or welfare of the life or property of others.

26. **BREACH OF LEASE:** If there is any other material noncompliance of the Lease Agreement by the Tenant, not previously specifically mentioned, or a noncompliance materially affecting health and safety, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach, and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice. If the breach is not remedied in fourteen (14) days, the Lease Agreement shall terminate as provided in the notice subject to the following: If the breach is remediable by repairs or the payment of damages or otherwise and the Tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate.

If the same act or omission which constituted a prior noncompliance, of which notice was given, recurs within six (6) months, the Landlord may terminate the Lease Agreement upon at least (14) days' written notice specifying the breach and the date of termination of the Lease Agreement.

27. **RULES AND REGULATIONS:** Tenant has read and agrees to abide by all Rules and Regulations of the Landlord as they presently exist or as they may be amended at Landlord's sole discretion. Said Rules and Regulations are attached hereto and are herein incorporated by reference.
28. **ALTERATIONS OR CHANGE IN THIS AGREEMENT:** It is expressly understood by Landlord and Tenant that the Terms and Conditions herein set out cannot be changed or modified, Except in writing. Tenant understands that neither Tenant nor Landlord or any of Landlord's agents have the authority to modify this Lease Agreement except with a written instrument signed by all parties.
29. **APPLICATION: Tenant's** Application is an important part of this Lease, incorporated by reference and made a part hereof any misrepresentations, misleading or false statements made by Tenant and later discovered by the Landlord shall, at the option of the Landlord, void this Lease Agreement.
30. **SAVINGS CLAUSE:** If any provision of this Lease is determined to be in conflict with the law, thereby making said provision null and void, the nullity shall not affect the other provisions of this Lease, which can be given effect without the void provision, and to this end the provisions of the Lease are severable.
31. **TENANTS ARE RESPONSIBLE FOR THEIR OWN SECURITY:** Tenant hereby states that he has inspected the subject premises and has determined to his satisfaction that the smoke detectors, door locks and latches, window locks and latches, and any other security devices within the subject premises are adequate and in proper working order. Tenant acknowledges that Landlord is under no obligation or duty to inspect, test, or repair smoke detectors during Tenant's occupancy. Further, Tenant acknowledges that

Landlord is under no obligation or duty to inspect, test, or repair any other security device unless and until Landlord has received written notice of disrepair of the device.

Tenant further acknowledges that neither Landlord nor his agents or representatives guarantee, warrant, or assume the personal security of Tenant. Tenant further acknowledges and understands that Tenant's personal safety and security is primarily Tenant's responsibility. In particular, Tenant recognizes that Tenant is in the best position to determine and foresee risks of loss and to protect himself and his property against such losses. In this regard, Tenant recognizes that any of Landlord's efforts are voluntary and not obligatory.

32. **ADDITIONAL TERMS AND CONDITIONS:** Additional paragraphs \_\_\_\_\_ through \_\_\_\_\_ are attached hereto and are part of this Lease Agreement.

Wherefore, we the undersigned do hereby execute and agree to this Lease Agreement, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
LANDLORD

TENANT SS# \_\_\_\_\_ TENANT SS# \_\_\_\_\_

**RULES AND REGULATIONS**  
*(Referred to in and made a part of the Parties' Lease Agreement)*

1. No signs, notices, or advertisements shall be attached to or displayed by Tenant on or about said premises. Additionally, no antenna or satellite dish shall be attached to or displayed on or about the premises.
2. Profane, obscene, loud, or boisterous language, or unseemly behavior and conduct is absolutely prohibited, and Tenant obligates himself and those under him not to do or permit to be done anything that will annoy, harass, embarrass, or inconvenience any of the other tenants or occupants in the subject or adjoining premises.
3. No motor vehicle shall be kept upon the property that is unlicensed, inoperable, or in damaged condition. Damaged condition includes but is not limited to flat tires. Any such vehicle that remains on the property for more than ten (10) days after notice to remove same has been placed on subject vehicle shall be towed by wrecker and stored with a wrecker service at the tenant's and/or the vehicle owner's expense.
4. In keeping with Fire Safety Standards, all motorized vehicles including motorcycles must be parked outside. No motorized vehicles shall be parked in any building structure on the property except authorized garage spaces.
5. In accordance with Fire Safety Standards and other safety regulations, no Tenant shall maintain or allow to be maintained, any auxiliary heating unit, air conditioning units, or air filtering units without prior inspection and written approval of Landlord.
6. The sound of musical instruments, radios, televisions, phonographs, and singing shall at all times be limited in volume to a point that is not objectionable to other tenants or occupants in the subject or adjoining premises.
7. Only persons employed by Landlord or his agent shall adjust or have anything to do with the heating or air conditioning plants or with the repair or adjustment of any plumbing, stove, refrigerator, dishwasher, or any other equipment that is furnished by Landlord or is part of the subject premises.
8. No awning, Venetian blinds, or window guards shall be installed, except where prior approval is given by the Landlord.
9. Tenant shall not alter, replace, or add locks or bolts or install any other attachments, such as doorknockers, upon any door, except where prior approval is given by the Landlord
10. No defacement of the interior or exterior of the buildings or the surrounding grounds will be tolerated
11. If furnished by Landlord, garbage disposal shall only be used in accordance with the disposal victims. All refuse shall be timely removed from the premises and placed outside in receptacles.

- 12. No spikes, hooks, or nails shall be driven into the walls, ceiling or woodwork of the leased premises without consent of Landlord. No crating of or boxing of furniture or other articles will be allowed within the leased premises.
- 13. It is specifically understood that Landlord reserves solely to itself the right to alter, amend, modify, and add rules to this Lease.
- 14. It is understood and agreed that Landlord shall not be responsible for items stored in storage areas.
- 15. Landlord has the right to immediately remove combustible material from the premises or any storage area.
- 16. Landlord will furnish one (1) key for each outside door of the premises. All keys must be returned to Landlord upon termination of the occupancy.
- 17. Lavatories, sinks, toilets and all water and plumbing apparatus shall be used only for the purpose for which they were constructed. Sweepings, rubbish, rags, ashes or other foreign substances shall not be thrown therein. Any damage to such apparatus and the cost of clearing plumbing resulting from misuse shall be the sole responsibility of and win be home by Tenant.

TENANT \_\_\_\_\_ Date \_\_\_\_\_ TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_ TENANT \_\_\_\_\_ Date \_\_\_\_\_

### **SECURITY DEPOSIT POLICY**

***Refund of the security deposit referred to in the attached Lease Agreement is subject to compliance with all six (6) of the following provisions:***

1. That a full term of the lease has expired and;
2. That thirty (30) day written notice is given, prior to vacating the subject premises at the end of said full term and;
3. That there are no damages to Landlord's property, including but not limited to furniture, appliances, carpet, drapes, blinds, floor coverings and;
4. That the entire apartment, including range, refrigerator, bathrooms, closets and cupboards are clean and;
5. That no late charges, delinquent rents, or fees for the damages remain unpaid and;
6. That all keys, including mailbox keys, are returned to the Landlord.

The following questions and answers are for the purpose of eliminating misunderstandings concerning the security deposit:

1. Question: What charges will be deducted from the deposit if Tenant has failed to comply with all of the above listed six (6) conditions?  
Answer The cost of all material and labor for cleaning the apartment and making repairs, all delinquent payments and fees, and all rental income lost as a result of Tenant vacating the premises prior to the termination date of his lease, or during any holdover period.
2. Question: What should Tenant be careful to avoid?  
Answer: (a) Damage to property, furniture, walls and wall coverings, appliances, carpet, drapes/blinds, and floor coverings. Departing Tenant will be held responsible for all damages beyond normal wear and tear, (b) Dirty appliances. Be sure to clean range and refrigerator.
3. Question: How is the Security Deposit returned?

Answer. If Tenant has complied with all the terms and conditions concerning the Security Deposit, the deposit will be returned by check mailed to a forwarding address furnished to Landlord by Tenant.

NOTE: The Security Deposit may not be applied to the last monthly rental, or any other rent payment!

TENANT  
Date

Date

TENANT

TENANT  
Date

Date

TENANT

**PARAGRAPH NO.                      PET AGREEMENT**

Tenant agrees that only the pet described and named below will occupy premises. No additional or different pet is authorized under this Agreement.

Tenant agrees that said pet shall be kept under the direct control of Tenant at all times.

Tenant agrees that if pet becomes annoying, bothersome, or in any way a nuisance to other tenants, or to the community, Tenant shall immediately upon notice from Landlord remove the pet from the premises, or vacate the premises.

Tenant agrees to pay the Landlord, upon execution of this supplementary Pet Agreement, the additional sum of \$\_\_\_\_\_. This amount is NON-REFUNDABLE, and does not prohibit Landlord from

Recovery of any and all damages to the subject premises, caused by said pet.

Landlord sets a limit of \_\_\_\_\_ lbs. for the subject pet.

Type of Pet: \_\_\_\_\_ Breed: \_\_\_\_\_  
Name of Pet: \_\_\_\_\_ Age: \_\_\_\_\_ Weight: \_\_\_\_\_  
Color of Pet: \_\_\_\_\_ License #: \_\_\_\_\_

All Tenants residing in the unit must sign this Pet

Agreement. DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
LANDLORD

TENANT

TENANT



**Information on Lead-Based Paint**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure (initial)**

\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

\_\_\_ (b) Known lead-based paint or lead-@ paint hazards are present in the housing (explain).

\_\_\_ (c) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. (b)Records and reports available to the lessor (check one below)

\_\_\_ (d) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).LJ

\_\_\_ (e) Lessor has no reports or records pertaining to lead-based paint and/or lead paint hazards in die housing.

**Lessee's Acknowledgment (initial)**

\_\_\_ (a) Lessee has received copies of all information listed above.

\_\_\_ (b) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

\_\_\_ (a) Agent has **informed** the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor \_\_\_\_\_ Date \_\_\_\_\_ Lessor \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_ Lessee \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_ Lessee \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_ Agent \_\_\_\_\_ Date \_\_\_\_\_

**PARAGRAPH NO. \_\_\_\_\_ TRANSFER CANCELATION PRIVILEGE**

For and in consideration of \$ \_\_\_\_\_ cash in hand paid, receipt of which is hereby acknowledged, it is agreed that this transfer cancellation privilege shall become a part of Tenant's Lease Agreement. It is understood and agreed that if Tenant is transferred by his employer from this city to another city during the term of this Lease contract, Tenant may secure a release from this Lease contract by giving a thirty (30) days written notice through presentation of a letter from his employer stating the date and new location of the transfer.

Additional consideration for this right of cancellation is for the forfeiture of all deposits, even if there has been no damage to Landlord's property. It is expressly understood that release may be obtained only after compliance with all other provisions of the Lease Agreement.

LANDLORD/LESSOR \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

**PARAGRAPH NO.      NO FAULT MAINTENANCE**

It is expressly agreed that the rental required in this Lease is a reduced figure, reflecting Tenant's willingness to accept the responsibilities outlined in this additional paragraph. Tenant agrees that he has inspected the subject premises, furnishings, and equipment, and that the same now are in good order and condition, except as herein noted.

Therefore, Tenant agrees to be responsible for all plumbing repairs, including but not limited to leaks, stoppage, frozen pipes and water damage, appliances, furnishings, equipment, and the entire premises, including but not limited to glass, screens, and doors.

Further, Tenant will keep the grounds clean and neat, and free of trash and debris. This includes mowing the lawn and trimming of trees and shrubs.

The parties realize that this additional paragraph amends and modifies other language in the attached Lease Agreement form, the Rules and Regulations that are a part of that and Landlord's duty to maintain the subject premises.

NOTES: \_\_\_\_\_

LANDLORD \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

**PARAGRAPH NO.      TRANSFER CANCELLATION PRIVILEGE**

For and in consideration of \_\_\_\_\_ cash in hand paid, receipt of which is hereby acknowledged, it is agreed that this transfer cancellation privilege shall become a part of Tenant's Lease Agreement. It is understood and agreed that if Tenant is transferred by his employer from this city to another city during the term of this Lease contract, Tenant may secure a release from this Lease contract by giving a thirty (30) days written notice through presentation of a letter from his employer stating the date and new location of the transfer.

Additional consideration for this right of cancellation is for the forfeiture of all deposits, even if there has been no damage to Landlord's property. It is expressly understood that release may be obtained only after compliance with all other provisions of the Lease Agreement.

LANDLORD/LESSOR \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

**PARAGRAPH NO. \_\_\_\_\_ DISCOUNT FOR PRE-PAYMENT OF RENT**

For, and in consideration of, Tenant paying rent by the first (1st) day of the month in which said rent is due, Tenant may take a discount of \$\_\_\_\_\_ for that specific month. To receive said discount, rent must be received by Landlord or postmarked no later than the first day of the month in which said rent is due.

LANDLORD \_\_\_\_\_

TENANT \_\_\_\_\_

TENANT \_\_\_\_\_

TENANT \_\_\_\_\_

TENANT \_\_\_\_\_

**PAYMENT POLICY**

I, \_\_\_\_\_, understand that all rent is due on the 1st of the Month.

«« late on the 6\*

\*•\* Eviction begins on the 11th of the month.

•\* No exceptions.

I understand and agree that my rent will be paid on time.

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**REALTY  COACH**

**760 318-3336**

**[www.thepowerofrealtycoaching.com](http://www.thepowerofrealtycoaching.com)**

**Email: [info@realtycoach.net](mailto:info@realtycoach.net)**

We hope this information has been valuable and please visit our website, and email for information about group or personal coaching options.